

## THOMPSON'S WATERSEAL 90<sup>th</sup> ANNIVERSARY CONTEST

### OFFICIAL RULES

The Thompson's WaterSeal 90<sup>th</sup> Anniversary Contest ("Contest") is sponsored by The Thompson's Company, ("Sponsor"), 101 W. Prospect Ave, Cleveland, OH 44115, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. CONTEST PERIOD:** The Contest period begins at or about 12:00 AM Eastern Time ("ET") on July 8, 2019, and ends at 11:59:59 PM ET on September 2, 2019 ("Contest Period"). The Contest Period includes eight (8) entry periods (each an "Entry Period") followed by nine (9) judging periods (each a "Judging Period") as set forth in the chart below:

<b>ENTRY PERIOD</b>	<b>START DATE (AT 12:00 AM ET)</b>	<b>END DATE (AT 11:59:59 PM ET)</b>	<b>JUDGING PERIOD</b>
1	7/08/2019	7/14/2019	7/15/2019 – 7/17/2019
2	7/15/2019	7/21/2019	7/22/2019 – 7/24/2019
3	7/22/2019	7/28/2019	7/29/2019 – 7/31/2019
4	7/29/2019	8/4/2019	8/5/2019 – 8/7/2019
5	8/5/2019	8/11/2019	8/12/2019 – 8/14/2019
6	8/12/2019	8/18/2019	8/19/2019 – 8/21/2019
7	8/19/2019	8/25/2019	8/26/2019 – 8/28/2019
8	8/26/2019	9/2/2019	9/3/2019 – 9/4/2019
Grand Prize	7/8/2019	9/2/2019	9/3/2019 – 9/9/2019

Non-winning entries from each Entry Period will carry forward into subsequent Entry Periods, and all entries received during the Contest Period will be eligible for the grand prize as further described below. The Administrator's computer is the Contest official clock.

- 2. ELIGIBILITY:** This Contest is offered only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Sponsor, employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, affiliates, subsidiaries, and advertising and promotional agencies involved in the Contest ("Contest Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Void in Alaska, Hawaii, and where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest.

- 3. HOW TO ENTER THE CONTEST:** There are two (2) ways to enter the Contest:
  - A. Instagram:** During the Contest Period, an eligible entrant must follow the steps below to receive one (1) entry into the Contest via Instagram ("Instagram Entry"):
    - i.** Sign into his/her Instagram account (or create an Instagram account if he/she does not already have one);

- ii. Follow @thompsonsweal on Instagram;
- iii. Post at least one (1) photograph of an image of your newly stained or re-stained deck using any Thompson's® WaterSeal® stain or sealer; and
- iv. Include the hashtag "#TWS90THContest"

Or

**B. Facebook:** During the Contest Period, an eligible entrant must follow the steps below to receive one (1) entry into the Contest via Facebook ("Facebook Entry"):

- i. Sign into his/her Facebook account (or create a Facebook account if he/she does not already have one);
- ii. Visit <https://www.facebook.com/thompsonswaterseal> page during an Entry Period and Sponsor will make a Facebook post;
- iii. Post at least one (1) photograph, as a comment on the Sponsor's post, of your newly stained or re-stained deck using any Thompson's® WaterSeal® stain or sealer; and
- iv. Include the hashtag "#TWS90THContest"

Entrants may include multiple photographs in a single entry. All photographs included in a single entry will be considered during Judging. By entering the Contest and using the hashtag "#TWS90THContest" entrant hereby agrees to be bound by the terms and conditions of these Official Rules. All entries must include the hashtag to be eligible for this Contest.

**Limit:** Each entrant may enter one (1) Instagram Entry or one (1) Facebook Entry during the entire Contest Period. If more than one (1) Facebook Entry or Instagram Entry is received from the same person and/or Facebook/Instagram account only the first entry on the respective social media platform received will be considered valid.

If an entrant wishes to participate on Instagram, he/she must have a non-private Instagram account. An entrant must follow @thompsonsweal on Instagram for winner notification purposes. Due to the way Instagram operates its services, entries from users with protected or private accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Entrants may create a Facebook account at no cost by logging on to [www.facebook.com](http://www.facebook.com). Creation of a Facebook account requires a contestant to agree to Facebook's Terms of Service and Privacy Policy, available at <https://www.facebook.com/terms.php> and <https://www.facebook.com/about/privacy>, respectively. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. Each entrant specifically agrees to release Instagram and Facebook from any and all liability associated with this Contest.

**Important:** If an entrant is registering or submitting an entry for this Contest via a mobile device, message and data rates may apply. The entrant should consult his/her wireless service provider regarding its pricing plans. Not all cellular phone providers carry the service necessary to participate. The entrant should check his/her mobile device's capabilities for specific web enabled browsing instructions. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void.

Once an entry is submitted in the Contest it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. All entries must be received during the Contest Period and must comply with these Official Rules, including, but not limited to the entry requirements set forth below. By submitting an entry, entrant hereby grants permission for the entry, including the entrant's Instagram account name, or Facebook account and public profile information, to be publicly posted, at Sponsor's sole discretion.

**Entry Requirements:** All entries must comply with the following restrictions:

- Entry must be an original work;
- Entry must be in English (except for commonly understood foreign words);
- Entry cannot have been published previously by any party other than the entrant;
- Entry must comply with respective social media platform's terms of use (i.e., Facebook policies located at: <https://www.facebook.com/policies/> and/or Instagram terms of use located at: <http://instagram.com/about/legal/terms/>);
- Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Sponsor;
- Entry cannot prominently feature copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, any particular political agenda or message, or describe or depict any illegal activity or violation of any state or federal law;
- Entries must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entries must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

Sponsor reserves the right, at its sole discretion, to disqualify an entrant if his/her entry fails to comply with any of these entry requirements or any other provisions of these Official Rules.

**IMPORTANT NOTE:** Any entrant who incorporates any intellectual property owned by a third party into his or her entry does so at his or her own risk. Without in any way limiting,

expanding or amending the terms and conditions residing on the Website (defined below), which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected entry from the Website because of such infringement, such entry may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Each person who enters this Contest represents and warrants as follows: (i) the entry is the entrant's own original, previously unpublished, previously unproduced work; (ii) the entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of entry, is not the subject of any actual or threatened litigation or claim; (iii) the entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations, requirements, or agreements of entrant hereunder.

The Contest Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or entry in its sole and absolute discretion.

**4. JUDGING AND WINNER SELECTION:** During each Judging Period, eligible entries submitted will be judged by a panel of qualified judges comprised of Sponsor's representatives ("Judges"). The Judges will score entries ("Judges Score") according to the following weighted criteria: (i) Effective Use of Thompson's WaterSeal Product: 25%; (ii) Overall Beauty of the deck and backyard surroundings: 50%; and (iii) Quality of photo: 25%. The one (1) entry that receives the highest Judges Score in each Entry Period will be declared the respective first prize winner (for a total of eight [8] potential first prize winners). The one (1) entry that receives the highest Judges Score from all eligible entries received during the entire Contest Period will be declared the grand prize winner. Each Contest winner is considered a potential Contest winner pending verification of his/her eligibility and compliance with these Official Rules. In the event of any ties, the entry with the highest score in criterion (iii) "Quality of Photo" – will prevail. In the event there are still any ties, the tied Entries will be rescored and the entry with the highest overall Judges Score will prevail. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Contest winners. In no event will there be more than eight (8) first prize winners and one (1) grand prize winner in the Contest.

**5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):**

**A. Grand Prize (1):** The grand prize is a trip for four (4) to Niagara Falls, New York ("Grand Prize"). Trip includes round-trip coach class air transportation from a major commercial airport near winner's residence to a Niagara Falls, New York-area airport (selected by Sponsor in its sole discretion) for winner and three (3) guests, two (2) nights hotel standard accommodations at the Hyatt Place Niagara Falls (single room/quad occupancy, subject to availability), four (4) tickets on Niagara Jet Adventures (height and age restrictions apply), a two (2) person Rainbow Air Helicopter tour (subject to weather conditions), four (4) passes to Niagara Falls State Park including a VIP tour of the "Cave of the Winds", a \$25 Hard Rock Café gift card, a \$50 Savor Restaurant at the Culinary Institute gift card, a

\$50 Top of the Falls Restaurant Gift Card, and select gifts from the Fashion Outlets of Niagara (as determined by Sponsor in its sole discretion). Winner's guests must be eighteen (18) years of age or older, or the minor child/legal ward of the winner. If the winner elects to travel or partake in the prize with fewer than three (3) guests, no additional compensation will be awarded to the winner. Winner and guests must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel must be taken between June 1, 2020 and October 1, 2020. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guests are responsible for having valid travel documents including government identification. Winner is responsible for all travel expenses not included herein, including airline baggage fees, ground transportation, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least seven (7) days in advance. Guests of winner must sign and return a travel liability release before travel will be booked. Winner and his or her guests hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Gift cards are subject to any terms and conditions printed thereon. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any element or detail of the prize is canceled, postponed or becomes unavailable for any reason. Should any element or detail of the prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable element or detail. The ARV of the Grand Prize is \$3,500. Only one (1) Grand Prize will be awarded.

- B. First Prizes (8, 1 per Entry Period):** Each first prize winner will receive a \$500 home improvement retailer gift card (retailer determined by Sponsor in its sole discretion) (each a "First Prize"). The ARV of each First Prize is \$500. Only eight (8) First Prizes will be awarded, one (1) per Entry Period.
- C. General:** The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of a gift card constitutes the user's acceptance of the terms and conditions so the winners should read the terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as he/she would any other valuable document. The gift cards will not be redeemed or exchanged for cash, except where required by law. The gift cards will not be replaced or replenished if lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. All costs and expenses not specifically included herein are solely the winner's responsibility. In no event will more than one (1) Grand Prize and eight (8) First Prizes be awarded. If, for any reason, more than the stated number of notifications are sent, Sponsor reserves the right to award the respective prizes based according to the process in Section 4 above. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize (or part of a prize) of equal or greater value in case of unavailability of the prize or force majeure. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Contest Entities shall not be held responsible for any delays in awarding the prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Limit: One (1) Grand Prize and

one (1) First Prize per person.

- 6. HOW TO CLAIM A PRIZE:** Each potential winner will be notified within approximately two (2) business days after the end of the applicable Judging Period. All potential winners are subject to verification of eligibility and compliance with these Official Rules. Administrator will notify each potential winner via Instagram or Facebook direct message, depending on method of entry, with instructions on how to claim his/her prize, including, providing his/her e-mail address. All potential winners must respond to the winner notification message within forty-eight (48) hours or potential winner may, at the Sponsor's sole discretion, be disqualified. Potential winners will be directed to a prize redemption portal ("Portal"). Potential winners must complete the requested information on the Portal, which includes, but is not limited to, complete first and last name (no initials), street address, city, state, ZIP Code, and indication that they have read and agree to these Official Rules. Potential winners must submit their information at the Portal within two (2) calendar days from the date the Portal website address is communicated by the Sponsor, or the prize may, in Sponsor's sole discretion, be forfeited. The potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within seven (7) calendar days from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of potential winner's right to claim a prize, and may result in the prize being awarded to an alternate potential winner, if time permits. Upon verification of eligibility, each First Prize will be mailed to each winner at the address provided upon verification within 4-6 weeks after verification. Grand Prize winner will be contacted by Sponsor/Administrator to arrange travel. The Contest Entities shall not be held responsible for any delays in providing a prize for any reason. If a winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be given to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected in accordance with these Official Rules, time permitting. Prizes are not transferable and include only the items specifically listed as part of the prize. Any portion of a prize not accepted by a winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the prize. Sponsor will issue an IRS Form 1099-MISC for the Grand Prize winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be provided to a verified winner.
- 7. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities, Facebook, Instagram, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation

or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including Entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a force majeure event, a notice will be posted at [www.thompsons90thanniversary.com](http://www.thompsons90thanniversary.com) ("Website").

Without limiting the foregoing, everything regarding this Contest, including the prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

**8. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND**

VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY POLICY:** Sponsor’s privacy policy is available at <https://privacy.sherwin-williams.com/privacy-policy>.
10. **PUBLICITY RIGHTS:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor’s designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with this Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **GENERAL:** This Contest is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person’s entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited at the Sponsor’s sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of this Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in this Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an entrant, the Entry will be declared made by the primary account holder of the e-mail account associated with the Instagram, or Facebook account used to enter the Contest. Potential winners may be required

to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provider. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of this Contest as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Thompson’s WaterSeal 90<sup>th</sup> Anniversary Contest, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received no later than November 2, 2019.

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