

**SHURTECH BRANDS, LLC**  
**2017 "DUCK TAPE<sup>®</sup> BRAND DUCT TAPE #STICKORTREAT CONTEST"**  
**"OFFICIAL RULES"**

THIS CONTEST IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA AND LEGAL RESIDENTS OF CANADA (excluding RESIDENTS QUEBEC) ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR NOT LOCATED IN THE UNITED STATES OR CANADA AT THE TIME OF ENTRY. VOID IN ARIZONA, MARYLAND, COLORADO, TENNESSEE, VERMONT, PUERTO RICO, THE PROVINCE OF QUEBEC AND WHERE PROHIBITED BY LAW.

***You are providing your information to Shurtech Brands, LLC, and not to Instagram or Twitter and information you provide will only be used in accordance with the Sponsor's privacy policy.***

**SWEEPSTAKES TIMING.** The ShurTech Brands, LLC ("**ShurTech**") "Duck Tape<sup>®</sup> Brand Duct Tape #StickorTreat Contest" ("**Contest**") begins at 12:00:01 a.m. Eastern Daylight Time ("**EDT**") on Thursday, September 21, 2017, and ends at 11:59:59 p.m. EDT on Tuesday, October 31, 2017, ("**Contest Entry Period**"). Entries submitted online after 11:59:59 p.m. EDT, October 31, 2017, will not be considered entries.

**SPONSOR/ADMINISTRATOR.** The Contest is sponsored by ShurTech Brands, LLC, 32150 Just Imagine Drive, Avon, Ohio 44011-1355 ("**Sponsor**"). The Administrator is Cohen-Friedberg Associates, LLC, Framingham, MA 01702 [www.cfapromo.com](http://www.cfapromo.com)

**ELIGIBILITY.** The Contest is open to legal residents of the United States and Canada, including the District of Columbia, but excluding Arizona, Maryland, Colorado, Tennessee, Vermont, Puerto Rico and the Province of Quebec, ages 18 and older at the time of entry who submit a valid contest entry as defined in the Official Rules ("**Entrant**"). Employees of Sponsor, its parent, affiliates, and subsidiaries, its advertising and promotion agencies and their family members, and persons living in the same household as employees or their family members are not eligible. All federal, state, provincial and local laws apply.

**AGREEMENT TO OFFICIAL RULES.** Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules. By entering the Contest, Entrant warrants that the submission is an original work, has not been previously published or won any award (including in this Contest), and that Entrant is aware of no conflicting rights in the submission, including but not limited to copyright or other intellectual property rights as further identified below in the section entitled "No Infringement." Entrants agree that Sponsor, its affiliates, parents, subsidiaries, agency, agents or contractors and their employees, officers and directors shall not be liable for injury, loss or damage of any kind resulting from participating in this Contest. Sponsor reserves the right to make changes in the rules of the Contest.

**NO INFRINGEMENT.** Entrant represents, states and agrees that their Contest Entry will not infringe upon the intellectual property rights of any third party, including by way of example and not by limitation, any copyright, trademark or patent rights belonging to any third party. With or without copyright/trademark holder permission, submissions that are believed to copy works of third parties, incorporate works of third parties or are based on works of third parties are subject to disqualification at the discretion of Sponsor. Entries incorporating Duck Tape<sup>®</sup> brand duct tape that's printed with licensed and trademarked materials, such as logos, characters, etc., are permitted. Individual representation of these, or any other copyrighted materials, is strictly prohibited and Entry will be disqualified.

**PUBLICITY/USE OF NAME AND LIKENESS.** Except where prohibited by law, entry in the Contest constitutes Entrant's consent for Sponsor to use Entrant's name, city and state of residence, Contest Entry, likeness, photograph and image (collectively, "Publicity Materials") for advertising, publicity and promotional purposes in any media, online or offline, without further permission, consent, payment or other consideration. Entrant waives any right they may have to inspect or approve the Publicity Materials, the advertising or other copy that may be used in connection therewith or the use to which the publicity materials may be applied. Entrant grants to Sponsor all right, title and interest in any finished photographs, pictures, negatives, reproductions and copies of the original print, and further grants Sponsor the right to give, sell, transfer and exhibit the print in copies or facsimiles thereof, for advertising purposes, as it deems fit in perpetuity.

**HOW TO ENTER.** You may enter on Instagram or Twitter. If your social media account (Instagram and Twitter) 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". Instagram's and Twitter's terms of use (<http://instagram.com/about/legal/terms/#>) <https://twitter.com/tos> apply.

- Entrants must decorate and/or accessorize a Halloween themed pumpkin (real or artificial) using any Duck Brand® duct tapes and Duck® crafting tapes ("**Contest Entry**"); other materials in addition to Duck Tape® brand duct tape may be used or incorporated into the design. Entries that do not utilize Duck Tape® brand duct tape will not be eligible.

The creation must be an original work created by the Entrant that has not been previously published or won any award (including in this Contest), and may not copy, incorporate or be based on the work of a third party - any Entry as such is subject to disqualification at the discretion of Sponsor (see sections entitled "Agreement to Official Rules" and "No Infringement").

- Entry photographs must be in color of the completed project, (2)include Entrant's first name, last name, email address and zip/postal code, and (3) post or tweet your entry with the hashtag **#StickorTreat** and mention **@theduckbrand**

Incomplete submissions or submissions submitted outside of the Contest Entry Period will not be considered. Mail-in Entries will not be accepted.

**LIMIT ONE UNIQUE CONTEST ENTRY PER ENTRANT PER DAY.** Duplicate submissions made by the same Entrant will NOT be considered. Sponsor is not responsible for incomplete, invalid or illegible submissions, which will be disqualified. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Contest, is acting in violation of these Official Rules, whose Entry contains profanity or other offensive depictions, or that in any way may defame or jeopardize the goodwill or reputation of Sponsor or any third party. Entering the Contest and completing the entry form does not guarantee that the Contest Entry will be posted to the website or admitted for consideration. Sponsor's determination to deny a Contest Entry is binding and final.

**CONTEST ENTRIES.** Contest Entries become the sole property of Sponsor and will not be returned. By participating in the Contest, Entrant grants to Sponsor the non-exclusive, irrevocable worldwide right to use, publish and copy the Contest Entry in any media, in whole or in part, without geographical limitation or compensation to Entrant, including by way of example and not by limitation, display on the Duck brand websites, located at [www.duckbrand.com](http://www.duckbrand.com) or [www.stickortreat.com](http://www.stickortreat.com) or [www.pinterest.com/theduckbrand/stick-or-treat/](http://www.pinterest.com/theduckbrand/stick-or-treat/)

**JUDGING CRITERIA/NOTIFICATION OF WINNERS.** All Contest Entries, including images, will be judged collectively according to the same judging criteria, and the three Contest Entries with the highest scores will be awarded the corresponding prize. Winning a prize is determined solely based on the highest scores achieved under the judging criteria. A panel of judges will review each Contest Entry and the potential winners will be selected based on a composite score using the following criteria ("Judging Criteria"):

- Originality (40%) - *Originality will be judged based on the uniqueness, inventiveness, creativity and original thought of the Contest Entry.*
- Workmanship (30%) - *Workmanship will be judged based on the quality, neatness and attention to detail given in creating the Contest Entry.*
- Use of Color (20%) - *Use of Color will be judged based on the combination, integration and harmony of colors used to create the Contest Entry.*
- Use of Duck Tape® (10%) - *Use of Duck Tape® will be judged based on how duct tape is used to construct the Contest Entry.*

Sponsor will score all eligible Contest Entries based on the Judging Criteria and will select the winners ("Winner," and collectively, "Winners") at 12:00:00 p.m. ET on November 13, 2017, at ShurTech Brands, LLC, 32150 Just Imagine Drive, Avon, Ohio USA. Winning is contingent upon fulfilling all requirements of these Official Rules and Sponsor's decisions as to the administration of the Contest and prize awards are final. Sponsor will notify the Winners on or about November 14, 2017, in accordance with the information provided by the Entrant in the Contest Entry. In the event that an Entrant's phone number or email address changes, it is the Entrant's responsibility to notify Sponsor of such change. Each Winner, and where the Winner is a minor, his or her parent or guardian, must sign an Affidavit of Eligibility and Release (except where prohibited by law) and return it via pre-paid overnight courier within Seven (7) days of receipt of the Affidavit of Eligibility and Release or prize may be forfeited. Noncompliance with this time period or failure to provide Sponsor with the documents may result in disqualification and prize forfeiture. In the event that any prize notification is undeliverable, Sponsor is unable to contact a Winner, or response to a prize notification is not received within Seven (7) days of its issuance, the prize may be forfeited. Where a prize is forfeited, the Entrant with the next highest score in accordance with the Judging Criteria will be chosen as an alternate Winner. Winners will be announced on the [www.stickortreat.com](http://www.stickortreat.com) website on or about November 16, 2017, or when all Winners have been verified.

**TIES:** In the event of a tie score between two or more Entrants, the Contest Entry that has the highest score in the category of Originality will be selected as the Winner.

**PRIZES.** There will be a total of Three (3) prizes awarded from among all eligible Contest Entries ("Prize", and collectively, "Prizes"):

One (1) First Place Prize Winner will receive a cash Prize of \$1,000

One (1) Second Place Prize Winner will receive a cash Prize of \$500

One (1) Third Place Prize Winner will receive a cash Prize of \$250

The total approximate retail value ("ARV") of all Prizes is \$1,750.00. ARV of all prizes is reflected in U.S. Dollars. Where winner is a minor, Prize will be awarded in the name of the parent or guardian as custodian for the minor under the Uniform Transfers to Minors Act or similar applicable legislation. No substitution or transfer of Prizes is permitted. All taxes are the sole responsibility of the Prize Winners. Where Prize is valued at over \$600, Sponsor will report the Prize on IRS Form 1099, or such other financial disclosure as required by law.

**TERMS AND CONDITIONS.** Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any Entrant it finds to be tampering with the operation of the Contest or to be acting in violation with these Official Rules. Entrants agree that Sponsor, its affiliates, parents, subsidiaries, agents or contractors and their employees, officers and directors shall not be liable for injury, loss or damage of any kind resulting from participation in this Contest. Because this is a contest of skill, odds of winning depend upon the number of eligible Contest Entries received and Entrant's final score, as determined by the Judging Criteria for the Contest. Winning is contingent upon fulfilling all requirements of these Official Rules and Sponsor's decisions as to the administration of the Contest and prize awards are final. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should fraud, technical failures, or any other factor beyond the reasonable control of Sponsor impair the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award prizes based on the Judging Criteria from the eligible Contest Entries received up to the time of impairment. Sponsor, its respective affiliates, parents, subsidiaries, agents and employees are not responsible for incomplete, misdirected, illegitimate or impermissible submissions; or any other error whether human, mechanical or electronic. Proof of sending or submitting a Contest Entry will not be deemed to be proof of receipt by Sponsor.

Entrant, on behalf of himself or herself and his or her heirs, assignees, executors and administrators, agrees: (i) that the decisions of Sponsor shall be final in all respects, including, without limitation, all decisions regarding eligibility, Contest Entry compliance with the Official Rules, judging, judging criteria, verification of Winners, award of Prizes and general administration of the Contest; and (ii) to release and to hold harmless Sponsor, its parent, subsidiary and affiliated companies, prize suppliers, advertising and promotion agencies, and independent contractors and their respective officers, directors, shareholders, members, agents and employees ("Released Parties") from all liability, loss, claims, causes of action, use of Publicity Materials or damage to reputation of any kind attributable in whole or in part, directly or indirectly, to Entrant's participation in the Contest or acceptance and/or use of any Prize. In addition, Entrant agrees to indemnify and hold harmless the Released Parties against any loss, damage or expense, including court costs and reasonable attorneys' fees, that any of them may suffer as a result of any act or omission of Entrant in connection with this Contest, Entrant's receipt of any Prize award, and any representations made by Entrant by accepting these Official Rules. Entrant agrees to return or forfeit any Prize award, as the case may be, if any representation made by Entrant in these Official Rules is false.

Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then in effect, **AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF- POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THE CONTEST, AND IN NO EVENT SHALL INCLUDE ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and the Released Parties in connection with this Contest, shall be governed by and construed in accordance with the laws of the State of Ohio, without

giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio.

**PRIZE WINNERS AND OFFICIAL RULES.** A copy of these Official Rules and the Contest results may be obtained by visiting [www.stickortreat.com](http://www.stickortreat.com) or by writing to "Stick or Treat Contest," 32150 Just Imagine Drive, Avon, Ohio 44011-1355. Contest results will be available within 20 days after the close of the Contest Period. Requests must indicate the specific Contest Period requested, and must be received within 90 days from the end of that specific Contest Period.