

**OFFICIAL RULES**  
**“HOW DO YOU USE SHARPIE ®?”**  
**SHARPIE ® 50 WAYS COMMERCIAL CONTEST (THE “CONTEST”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**THE FOLLOWING CONTEST IS OPEN ONLY TO INDIVIDUALS 18 YEARS OF AGE OR OLDER WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA (“D.C.”). YOU MUST HAVE INTERNET ACCESS AND A VALID EMAIL ADDRESS AT TIME OF ENTRY AND THROUGH COMPLETION OF THIS CONTEST (INCLUDING PRIZE AWARDING PERIOD). VOID OUTSIDE THE UNITED STATES/D.C. AND WHEREVER PROHIBITED. THIS CONTEST WILL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.**

**1. CONTEST PERIOD:** Sharpie ® 50 Ways Commercial Contest begins at 12:00:01 a.m. Central Time (“CT”) on 01/01/14 and ends at 11:59:59 p.m. CT on 10/01/14 (the “Contest Period”).

**2. ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia, who as of the date of entry are 18 years of age or older, and who at the time of entry and through the completion of the Contest and the date on which the prize is awarded (a) have internet access, (b) have an email address (which must remain the same throughout the Contest and be the same email address used to both order the free Sharpie ® kit and submit an uploaded entry), (c) have the authority on behalf of his/her employer to purchase Newell Rubbermaid Inc. products from a customer account of Newell Rubbermaid Inc., and (d) are actively employed in good standing by his/her employer. Individuals meeting these eligibility requirements shall be referred to herein as Participants. Employees of Sanford, L.P., its affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and such employees’ immediate family members (defined as parents, spouses, children and siblings, whether biological, adoptive, step or in-law) and/or those living in the same household of each (whether related or not) are not eligible to participate or win. The Contest is not open to the general public.

**3. HOW TO ENTER:** Participants must order a free Sharpie ® kit by following the instructions set forth at [www.sharpie50ways.com](http://www.sharpie50ways.com) (the “Contest Website”). Upon receipt of the kit (which may take 2-3 weeks to receive once ordered), Participants may enter the contest during the Contest Period by submitting a photograph or scanned image (the “Submission”) that showcases how Sharpie ® products are used in the Participant’s work environment. To enter the Contest, Participants must visit the Contest Website and follow the on-screen directions to complete and submit the entry information and Submission as explained on the application. The same unique email address that was used to order the free Sharpie ® kit must be used to upload a Submission. Any Submission submitted with a different email address shall not be valid and such Submission will be automatically disqualified. The Submission must capture how Sharpie ® products help daily work activities of ‘Sharpie ® in use’ or a project in the workplace that benefited from using Sharpie ® products. The only means of entering the Contest is through the Contest Website. Participants are required to have an active account or must create an account with a valid username and password. All Participants shall complete the entry form with all required information and upload their Submission in a .jpg format (no larger than 2Mb). No purchase is necessary and a purchase of Sponsor’s products will not impact a Participant’s participation in this Contest. There is no limit on the number of Submission that a Participant may submit during

the Contest Period. All Submissions shall become the property of Sanford, L.P., ("Sponsor") and will not be acknowledged or returned. Proof of submission is not proof of receipt by Sponsor. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method are ineligible and will be disqualified. Sponsor reserves the right to disqualify any individual and all entries using such method. In the event of a dispute as to the identity of an entry, such entry will be deemed made by the person named on the entry form. Any entries not in conformance with these Official Rules will be disqualified.

All entry materials including the entry form, and the digital photograph or scanned image of the Submission are collectively referred to herein as an "Entry". Submit the Entry as instructed on-screen. Entries must be received by 11:59:59 pm CDT on October 1, 2014. No other method of entry will be accepted or acknowledged. Entries must include all the required information or they will not be eligible. Sponsor and its agents are not responsible for any lost, late, misdirected, or incomplete Entries or for any inaccurate transcription of entry information, or any failures and/or delays in on-line transmissions, malfunction or failure of any Internet connection, malfunction or failure of software or hardware, or any other errors or delays in the transmission or receipt of Entries, whether human or technical in nature. Any Entries not in conformance with these Official Rules will be disqualified. By entering the Contest, the Participant consents to the use of his/her name, address (city and state only), quote(s), Entry (including any portion thereof) and Submission for advertising/publicity purposes in commerce and in any and all media worldwide without limitation, attribution or additional compensation, except where prohibited by law.

Each Participant represents that the Submission does not infringe third party rights and is suitable for publication (i.e., not indecent or obscene) and will not portray improper uses of Sharpie ® products, including but not limited to, use on skin, within one inch from the rim of a beverage cup/mug or on surfaces that come in direct contact with food. Each Participant represents that the Submission was created within the last six (6) months. Each Participant further represents and warrants that the right to submit, and use of, said Entry and Submission is not restricted, and agrees to indemnify the Released Parties (as defined in Rule 8, below) from any third party claims against the Released Parties regarding Sponsor's use of said Entry and/or Submission. Entry and all Submissions must be in keeping with Sponsor's image and cannot be offensive, as determined by the Contest judges in their sole discretion, and cannot defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's or third party's personal or proprietary rights. If the Submission contains the likeness/identity of any third party, Participant may be required to provide a written release from such third party upon Sponsor's request. Failure to provide such documentation within the time frame requested by Sponsor may result in disqualification from the Contest. Sponsor is not responsible for typographical errors or any other errors submitted by Participants. Entries not complying with all rules are subject to disqualification. No correspondence regarding Entries will be entered into with Participants, except as provided herein. By submitting an Entry, Participant grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Entry in any way, in any and all media, without limitation, and without consideration or attribution to the Participant. Participants may be required to sign a release to that effect as well as an indemnity holding the Released Parties harmless against any third party claims that may arise out of Sponsor's use of such Entry and/or Submission, in order to be eligible for further consideration in the Contest. By entering the Contest, Participant agrees that he/she has no right to bring (and covenants not to bring) any claim, action, or proceeding of any kind or nature whatsoever against the Released Parties in connection with this Contest. By entering and/or accepting prizes, Participants agree to be bound by these Official Rules.

**4. SELECTING/JUDGING THE WINNERS:** All eligible entries received during the Contest Period will be judged upon the end of the Contest Period and the potential winner shall be notified no later than December 1, 2014. A panel of judges selected by the Sponsor, whose decisions are final and binding on all matters relating to this Contest, will judge all Submissions based on the following equally weighted (33% each) criteria: (a) originality, (b) creativity, (c) use of Sharpie ® markers, pens and highlighters in the work environment. In the event of a tie, the tied Entries will be re-judged using the same criteria by a different judge selected by Sponsor who will serve as the tie breaker.

**5. PRIZES/APPROXIMATE RETAIL VALUES:** There will be One (1) Prize Winner selected at the end of the Contest Period. Prize Winner will receive a \$500.00 VISA gift card, for personal and individual use.

**6. PRIZE NOTIFICATION/WINNER VERIFICATION:** The potential winner will be notified by email and (i) will be required to provide Sponsor with written consent from his/her manager approving such potential winner's acceptance of the prize within seven (7) days of the date printed on prize notification and (ii) he/she may be required to execute and return an affidavit of eligibility, liability release and, except where prohibited by law, a publicity release within seven (7) days of the date printed on prize notification, or prize will be forfeited and an alternate winner selected from remaining eligible entries received, time permitting.

Prizes are non-transferable except as provided herein or at the discretion of the Sponsor. No prize substitutions or cash redemptions, except Sponsor reserves the right to substitute a prize of equal or greater value if for any reason an advertised prize cannot be awarded as intended in these rules; and potential winners agree to such substitution as a condition of entry in this Contest. Any valuation of the overall Prize stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner will be reported for tax purposes as required by law. Winners are responsible for payment of any income taxes on prizes under applicable federal, state and local laws. Sponsor advises potential winners to seek independent tax counsel prior to accepting a prize.

If any prize notification letter/email or prize is returned as undeliverable, or appropriate affidavits, releases and consents are not received within the prescribed period, the corresponding prize will be forfeited and awarded to an alternate winner, chosen by the panel of judges. All prizes properly claimed will be awarded. Judges' decisions are final in all matters relating to this Contest.

**7. MISCELLANEOUS:** Winners and all Participants, as a condition of entry into the Contest, agree to defend, indemnify, release and hold harmless Sponsor and its administrators, all of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Contest (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, claims, losses, actions, or damages to persons or property, whether actual, incidental or consequential, which may be sustained in connection with (a) submitting an entry or otherwise participating in any aspect of the Contest, (b) the receipt, possession, ownership or use/mis-use of prize awarded, or (c) any typographical or other error in these Official Rules or the announcement of offering of the prize. By entering and/or accepting a prize, each Participant and/or winner consents to the use of his/her name, likeness, quotes and/or identity by Sponsor for advertising and publicity

purposes in commerce and in any and all media worldwide without limitation, with no attribution or additional compensation, except where prohibited by law. Released Parties are not responsible for and are hereby released from liability with respect to: (i) electronic transmissions/entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by the Sponsor or its agents for any reason, (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries, (iii) failed or unavailable hardware, network, software or telephone, cable or satellite transmissions, damage to Participants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest or (iv) any entries submitted in a manner that is not expressly allowed under these Official Rules. All incomplete or non-conforming entries will be disqualified. Released Parties are further not responsible for and are hereby released from liability with respect to incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the transmission, receipt or processing of the entries. For any reason, including if for any reason this Contest is not capable of running as planned, or if this Contest, or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Contest and processing of entries per these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Participants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Contest.

**8. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY SUCH PERSON AND SEEK DAMAGES FROM HIM/HER TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. PRIVACY POLICY:** Please see Sponsor's privacy policy at <http://www.newellrubbermaid.com/public/Privacy.aspx> regarding Sponsor's use of personal information collected in connection with this Contest.

**10. WINNER LIST:** For a list of setting forth the winner, send a self-addressed stamped envelope by 11/30/14 to Sharpie ® 50 Ways Commercial Contest C/O Trade Marketing, 2707 Butterfield Rd, Oak Brook, IL 60523.

**11. SPONSOR:** The Contest is sponsored by Sanford, L.P., 2707 Butterfield Rd., Oak Brook, IL 60523.