# American Standard Brands "The Responsible Bathroom Tour" Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

PARTICIPATION CONSTITUES PARTICIPANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE "OFFICIAL RULES".

- **I. SWEEPSTAKES PERIOD:** The American Standards Brands<sup>TM</sup> "The Responsible Bathroom Tour" Sweepstakes (the "Sweepstakes) begins on or about 12:00 a.m. Eastern Time ("ET") on Thursday, April 1, 2010, and ends at 11:59 p.m. Eastern Standard Time ("EST") on Thursday, December 31, 2010 (the "Entry Period"). The Sweepstakes is sponsored by American Standard Brands, One Centennial Ave., Piscataway, NJ 08855 (the "Sponsor").
- II. ELIGIBILITY: The national Sweepstakes is open to: (a) legal residents of United States and the District of Columbia; (b) licensed plumber contractors and business professionals, who work on plumbing installation projects, are employees of, or contracted with companies that are active-members of Plumbing and Heating Cooling Contractor Associations (Not open to the general public); (c) have reviewed and completed the Sponsor's training webinar; (d) are a business account in good-standing; (e) and are at least eighteen (18) years of age or older as of April 1, 2010 ("Start Date"). Those not eligible to participate in the Sweepstakes are officers, members, directors and employees of The American Standards Brands corporation, their employees and officers and its promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Sweepstakes (collectively, the "Released Parties") and the immediate family members (parent, in-laws, grandparents, children, grandchildren, siblings, and spouse) of, or persons living in the same household as such individuals (whether related or not). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Sweepstakes Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### III. HOW TO ENTER THE SWEEPSTAKES:

An individual will be deemed a Participant in the Sweepstakes if they enter the Sweepstakes using at least one (1) of the three (3) methods of entry described below:

- 1.) At pre-announced locations, visit the Sponsor's interactive trailer to view the newest water conservation products (the "Product"). At these on-site events you will be instructed as to how to participate in the Sponsor's education/training tour (the "Training") and how to enter into the Sweepstakes.
- **2.**) To enter the Sweepstakes via the Sponsor's micro-site, go to www.theresponsiblebathroomtour.com (the "Web Site") and follow the prompts to enter and participate in the Sweepstakes.
- (a) How to Earn Sweepstakes Entries: Entering via methods (1) and (2), Participants receives One (1) Sweepstakes Entry (the "Entry") into the Sweepstakes for every one (1) American Standard Brand Water Conservation product (the "Product") sold. Additional Sweepstakes entries may be earned for <a href="each">each</a> additional Product sold. To register your Product Sale (the "Product Sale") go to the Sponsor's Web Site (www.) and enter your unique code which you received after your Training was completed. This will take you to your Registration Page (the "Registration Page") and Sales Entry Page ("Sales Page"). Record your sales information ("Sales Entries"), which MUST INCLUDE BRAND NAME AND OR PRODUCT SERIAL NUMBER ALONG WITH DATE OF MANUFACTURE (Printed on the side of the ordered Product part) AND LOCATION WHERE THE PART WAS PURCHASED. To be eligible for each Month's Drawing ("Monthly Drawing") all Product Sales must be received and credited by 11:59 p.m. ET the last day of each Promotion Month ("Promotion Month").

# (b) Product Entry Conditions:

Sponsor's Products returned prior to the official drawing date, those Entries will be excluded from the Sweepstakes Promotion.

By registering, and clicking on the "Submit" button, a Participant certifies they have read and agree with these Official Rules. Sponsor may disqualify any entry that it deems to have violated any provision of the Official Rules, and its decisions in this regard are final. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending a submission will not be deemed to be proof of receipt by Sponsor.

**3.)** You may also enter without the training or sales obligation by hand printing on a 3"x 5" card the following information: Company name, your name, date of birth, company address (including zip code), e-mail address, company web-site address and daytime phone number. Mail the 3"x 5" card in a first class stamped envelope to, "The Responsible Bathroom Tour" Sweepstakes; 200 Diversion, Suite 22; Rochester Hills, MI 48307. Limit to One (1) mail-in entry per email address. All entries must be postmarked by the 23rd and received by the 28<sup>th</sup> date of each month. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending a submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for mail that is lost, late, incomplete, invalid, unintelligible, illegible, stolen, damage, or misdirected. Postage due mail entries will be disqualified. Use of any automated system to submit entries is prohibited and will result in disqualification of all such entries as well as the entrant. No photocopies, facsimiles or other mechanically reproduced entries permitted. Altered, defaced, mutilated, illegible or incomplete entries are ineligible. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator. All entries become the property of the Sponsor and will not be acknowledged or returned.

#### IV. PRIZES

# (A) PRIZES FOR GRAND, FIRST AND SECOND PRIZE WINNERS: Grand Prize ARV \$12,500.00:

Grand Prizewinner can choose from One (1) of the following Four (4) Grand Prize selections:

- 1) A five-night, four-day Guatemala Sport fishing trip for two (2). Trip includes airfare, food, lodging and airport transfers. Valid passports required.
- 2) A four-day, three-night Canadian Fly-in Fishing excursion for two (2) to Selwyn Lake Lodge in Saskatchewan, *Canada*. Trip includes airfare, food, lodging, tips for staff at lodge, fishing guide, fishing licenses and a \$2000.00 gift card to purchase new fishing equipment. Valid Passports required.
- 3) An eight-day Windstar Cruise to St. Kitts, St. Martin and St. Lucia for two (2). Includes airfare, food and lodging on the boat. Transfers, drinks and shore excursion allotment of \$500.00. Valid Passports required.
- 4) A four-day, three-night stay at a multi-million dollar vacation home in a gated community in Cabo San Lucas, Mexico. Trip includes airfare, food, lodging, airport transfers, a private chef and masseuse for your first night. Plus, a stocked kitchen to include the Essential Food package, a refreshing beverage package, breakfast package and Margarita mix package. Shore excursions totaling \$1600.00. Valid passport required.

Total Approximate Retail Value ("ARV") for Grand Prize winner, is \$12,500.00. A \$8,750.00 cash option is available in lieu of a trip.

# First Prize ARV \$6,000.00:

First Prizewinner can choose from One (1) of the following Three (3) First Prize selections:

- 1) A four-day, three-night trip for two (2), to the Atlantis Towers, Paradise Island, Bahamas. Trip includes: airfare, lodging, a gourmet dining plan, airport transfers and an excursion allotment of \$500.00 cash. Valid Passports required.
- 2) A six-day, five-night Western Caribbean cruise for two (2) on the Royal Caribbean Cruise Line. Trip includes: airfare, food and lodging on the boat, airport transfers, a shore excursion and a drink allotment of \$500.00. Valid passports required.
- 3) A three-day Canadian fly-in fishing excursion for two (2) to Halley's Camps in Kettle Falls, Canada. Trip includes: airfare, food, lodging, transfers, boat insurance and an outdoor fishing card. Valid Passports required.

Total ARV Prize Value for First Prize winner, is \$6,000. A \$4,200 cash option is available in lieu of a trip.

#### Second Prize ARV \$3,500.00:

Second Prizewinner can choose from One (1) of the following Three (3) Second Prize selections:

- 1) A four-day, three-night excursion for two (2) to JW Marriott Grande Lakes and Sea World in Orlando,
- FL. Trip includes: airfare, lodging, four-day Sea World / Aquatica tickets and a Makahiki Luau (Sea World's Polynesian Feast and celebration). Food and transfer allotment of \$500.00.
- 2) A three-day, two-night Bahamas Cruise to Nassau and CocoCay, Bahamas for two (2) on the Royal Caribbean Cruise Line. Trip includes: airfare, junior suite w/private balcony, private restroom with bath tub, transfers to/from airport, and a drink and excursion allotment of \$200.00.
- 3) A build your own vacation for two (2). Set up your reservations, confirm them and send us the info and we will pay for your trip up to \$3,500.00.

Total ARV Prize value for Second Prize winner, is \$3,500.00. A \$2,450.00 cash option is available in lieu of a trip.

Total ARV of all prizes awarded in Grand, First and Second Prize Sweepstakes is \$22,500.00

## (B) PRIZES FOR MONTHLY THIRD TO EIGHTH PRIZE WINNERS:

#### Third Prize \$1,000.00:

Three (3) \$1,000.00 VISA Gift Card Prize Winners. Total Third Prize Value \$3,000.00.

#### Fourth Prize \$500.00:

Two (2) \$500.00 VISA Gift Card Prize Winners. Total Fourth Prize Value \$1,000.00.

#### **Fifth Prize \$150.00:**

Nine (9) \$150.00 VISA Gift Card Prize Winners. Total Fifth Prize Value \$1,350.00.

#### **Sixth Prize \$100.00:**

Thirteen (13) \$100.00 VISA Gift Card Prize Winners, Total Sixth Prize Value \$1,300.00.

#### Seventh Prize \$50.00:

Sixty Five (65) \$50.00 VISA Gift Card Prize Winners. Total Seventh Prize Value \$3,250.00.

#### Eighth Prize \$25.00:

Two Hundred Twenty Four (224) \$25.00 VISA Gift Card Prize Winners. Total Eighth Prize Value \$5,600.00.

Total of all prizes awarded in Third to Eighth Prize Sweepstakes is \$16,000.00

Total ARV of all prizes awarded to Winners is \$37,500.00

# V. MONTHLY WINNER DRAWINGS AND ODDS:

- 1. Each month's Thirty Nine (39) randomly drawn Third through Eighth level potential winners will be notified via a phone call and or email on or about the 10<sup>th</sup> day of each of the following months beginning May 10, 2010 through January 10, 2011. All non-winning entries from every month will be rolled over to the following month's drawing, including AMOE entries.
- 2. The randomly drawn Grand Prize, First and Second Prize level potential winners will be notified via a phone call and or email on January 10, 2011.
- 3. Randomly selected monthly and final Grand, First and Second Prize winners must respond via email or phone call to Sweepstakes Administrator within two (2) days, with their contact information: name, address, city, state, zip code, day and evening phone numbers and date of birth. Responses will not be accepted on answering machines. If the potential winner cannot be reached after a reasonable effort has been exerted, or found to be ineligible, cannot or does not comply with these Official Rules, or if his/her prize or prize notification is returned as undeliverable, such potential winner will be disqualified and an alternate potential winner may be selected at Sponsor's sole discretion.
- 4. The decisions of Sponsor and/or Sweepstakes Administrator, as applicable, will be final and binding on all matters relating to this Sweepstakes. Each potential winner must respond by 9:00 PM ET the 14<sup>th</sup> day of the following Promotion Month. If Sweepstakes Administrator does not receive a response by that time, another potential winner may be selected, in Sweepstakes Administrator's sole and absolute discretion.
- 5. Each month's eligible prizewinner will be featured on the Sponsor's Web Site with their first name and with initial only of last name, depending on which of the two is available and the county they reside in.

Winner Levels and	Entry Period	Winner	Winner	Required
Prize Values	Deadline	Drawing	Notification	Response
	Eastern Time	Date	Date	Date
One (1) Grand Prize	12:00 a.m.	(On or About)	(On or About)	January 14,
Winner	April 1, 1010 to	January 10, 2011	January 12,	2011
\$12, 500. Valued Trip	11:59:59		2011	
(or cash option)	December 31, 2010			
One (1) First Prize	12:00 a.m.	(On or About)	(On or About)	(On or About)
Winner	April 1, 1010 to	January 10, 2011	January 12,	January 14,
\$6,000 Valued Trip	11:59:59		2011	2011
(or cash option)	December 31, 2010			
One (1) Second Prize	12:00 a.m.	(On or About)	(On or About)	January 14,
Winner	April 1, 1010 to	January 10, 2011	January 12,	2011
\$3,000. Valued Trip	11:59:59		2011	
(or cash option)	December 31, 2010			
Monthly	12:00 a.m.	(On or About)	(On or About)	The 14 <sup>th</sup> Day of
Thirty Nine (39) Third	The First Day of	The 10 <sup>th</sup> Day of	The 12 <sup>th</sup> Day of	the Month
through Eighth Level	Each Month to	the Month	the Month	Following the
Prize Winners	11:59:59 of the Last	Following the	Following the	Final Month's
Visa Gift Cards	Day of Each Month	Last Month's	Last Month's	Entry End Date
(\$25 to \$1,000 Values)	-	Entry End Date	Entry End Date	-
		39 Winners		
		Drawn		

**NOTE:** AMOE entries must be received by the last business day of that month or AMOE Entry will be entered into following month's drawing. Refer to #1 below, regarding notification of winners for those who enter through the AMOE.

Odds of winning in any drawing depend upon the number of entries received by the time of that drawing. Sponsors reserves the right, at their sole discretion, to substitute any prize package with another prize of equal or greater value in the event that the advertised prize (or any component thereof) is not available. All decisions by Sponsor(s) as to prizewinners and prizes are final.

VI. GRAND, FIRST AND SECOND PRIZE TRAVEL ARRANGEMENTS: Sponsor will provide to the Grand, First and Second Prize Winners (the "Winner") with two economy class tickets from a major airport nearest winner's U.S. residence as determined by Sponsor in its sole discretion. The prize package also includes standard hotel accommodations (one room/double occupancy). While prize suppliers will make every effort to confirm reservations as requested, operational and/or market conditions may prevent them from doing so on the requested dates. Travel, special event tickets and accommodations are subject to capacity controls, availability, blackout dates and other restrictions, all of which are subject to change at Sponsor's sole discretion. Winner must execute liability/publicity releases prior to issuance of travel documents, Winner and travel companion (hereinafter, "Guest") must book and travel on same itinerary. The trip must be completed by December 31st, 2011 or prize will be forfeited. Sponsor will not replace any lost, mutilated, or stolen travel vouchers or certificates. The total value of the airfare, hotel accommodations, and vacation extras cannot exceed value of selected prize as stated in Rule #7. Final actual value at time of booking and travel may be substantially more or less depending on dates of travel, point of origin and ticket availability. In the event a Winner lives within a 200-mile radius of the prize designation, Sponsor will provide Winner with round trip ground transportation between Winner's residence and destination, in lieu of the round trip coach air transportation. The dollar value difference between the round trip coach air transportation and ground transportation will not be provided to the Grand Prize Winner. Guest must sign before a notary public and return an Affidavit of Eligibility/Liability and Travel Companion Release within twenty (20) business days of receipt. Non-compliance may result in disqualification. Guest must be at least 18 years of age at the time of travel. In the event the Guest is deemed a minor under the jurisdiction of his/her state of residence, Guest is required to be accompanied by a parent or legal guardian. No additional travel expenses or any other aspects of the travel related prizes will be awarded should Guest's parent or legal guardian be required to accompany Guest. Winner and

his/her Guest will be solely responsible for all other expenses associated with the trip and are the responsibility of the winner to pay, including all tips, gratuities, service charges, taxes, meals not included in the initial itinerary, ground transportation not specified, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long-distance telephone calls, port charges, and any other incidental costs or expenses not identified in these Official Rules.

Sponsor maintains no control over the personnel, equipment, or operation of any air carrier, train operator, ground transportation carrier, hotel, or other person or entity furnishing service, products, or accommodations as a part of the prize provided under this Sweepstakes and shall not be liable for any injury, death, damage, loss, expense, accident, delay, cancellation, diversions or substitution, or any act or omission, inconvenience, or other irregularity that may be caused. Sponsor shall not be liable for any loss or damage to baggage. Winner and Guest will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages and the associated costs for these requirements. Travel prize packages are subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required at time of travel.

VII. PRIZE TERMS AND CONDITIONS: The Winners are required to comply with any and all applicable federal, state and local laws, rules and regulations. The prize Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. The stated "ARV" of the prizes is based on available information provided to Sponsor at the time these Official Rules were drafted (and any difference in ARV at the time of awarding will not be awarded) and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each Winner receiving a prize valued over \$600.00 will be required to sign an Affidavit of Eligibility and Liability/Publicity Release (collectively, the "Prize Acceptance Release"), and return it within five (5) days of notification. A prize Winner may be required to provide Sponsor with a valid social security number before a prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of a Winner. The Prize Acceptance Release is subject to verification by Sponsor. All properly claimed prizes will be awarded. Monthly Prizes will be mailed via FEDEX and any theft of prize by addressee is the responsibility of the participant. The Sponsor and its agents are not in any way responsible or liable for damages resulting from shipping and handling, loss, theft, use or misuse of any prize awarded in this Sweepstakes.

Each winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation.

VIII. LIMITATIONS OF LIABLILTY: If for any reason, this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of the termination/suspension date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor also is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure or delay of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof. Sponsor is not responsible for any damage to a Participant's system, which is occasioned by participating in this Sweepstakes or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. If any provisions of the Official

Sweepstakes Rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. 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, 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 regarding the identity of an individual who actually submitted an On-Line entry, the entry will be deemed submitted by the authorized account holder of the email account. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, On-Line service provider or other Organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address

**IX. MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines, in its sole discretion, that the Sweepstakes is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor reserves the right to cancel, terminate, suspend, postpone, delay or modify the Sweepstakes, in whole or in part, including, but not limited to, any occurrences described in Rule # VIII above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Sweepstakes. If Sponsor determines that more prize claims are submitted or more prize notices are distributed than the number of prizes offered in these Official Rules, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. For example, Sponsor may select a winner in a random drawing from among the eligible entries received up to the time of the impairment or conducted a random drawing among all prize claimants, and neither Sponsor, the Sweepstakes Administrator nor any of the Released Parties shall have any further liability to any entrant in connection with the Sweepstakes.

**X. OPT-IN**: By participating by mail or the Sponsor's micro-site, www.theresponsiblebathroomtour.com you consent for the Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes. If you opt-in, you authorize the sponsor to send information about products and services. You are authorizing the Sponsor to send you emails as entered on entry form, about its products, services. You may opt-out of receiving future e-mails from Sponsor by clicking on the link contained in the initial e-mail. You will remain eligible for this Sweepstakes whether or not you opt-out of receiving promotional e-mails from Sponsor.

XI. USE OF PERSONAL INFORMATION: The information that you provide in connection with the Sweepstakes entry process may be used by Sponsor for Sponsor's internal purposes in connection with operation of the Sweepstakes such as to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list and such information will only be used to send entrants information about Sponsor's products and other offers if you consent to use in such manner. For more information about Sponsor's use of personal information, see Sponsor's privacy policy by clicking on the <a href="Privacy Policy">Privacy Policy</a> link indicated on Sponsor's Web Site (http://www.theresponsiblebathroomtour.com). Any requested opt-in consent is not required to enter the Sweepstakes and will not increase your chances of winning. All entries become the property of Sponsor upon receipt and will not be acknowledged or returned

XII. RELEASES: All Participants, as a condition of participation in this Sweepstakes, agree to indemnify, release and hold harmless Sponsor and Released Parties from and against any and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing the Sponsor's Web Site; (b) participating in any aspect of the Sweepstakes, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Sweepstakes-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Sweepstakes Application, or; (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or

performance of any prize, except for any express manufacturer's warranty as may be included with the prize. The Grand Prize winner bears all risk of loss or damage to his/her respective prize after it has been delivered.

XIII. GOVERNING LAW/DISPUTES: By participating, Participants agree to be bound by the Official Rules, Sponsor's Web Site Terms of Use (if any and if applicable to Participant's method of participating Web Site Terms of Use (if any and if applicable to Participant's method of participating), and the decisions of the Sponsor and Administrator, which are final and binding in all respects. The Sweepstakes and these Official Rules shall be construed and governed in accordance with the laws of the State of New Jersey. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Participants, Sponsor, or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other states laws.

Except where prohibited, as a condition of participating in this Sweepstakes, the parties agree that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (e.g., costs associated with entering this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. The arbitration shall be conducted in the State of New Jersey, in the City of Piscataway, County of Middlesex, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The arbitrator will apply the substantive laws of the state of New Jersey, will issue a written decision and will have the power to award any legal remedies except as limited by these Official Rules. The parties will split the arbitrator's fee; provided, however, if applicable law requires Sponsor to pay the arbitrator's fee in order for the arbitration provision to be enforceable, Sponsor shall have the discretion to elect to pay such fees and proceed to arbitration. Participant irrevocably waives any right to bring or join in any class action regarding the Sweepstakes. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that any party fails to appear to any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS \$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**XIV. WINNERS LIST/OFFICIAL SWEEPSTAKES RULES REQUEST:** For the names and city/state of residence of Prize winners, or a copy of these Official Rules, send a request specifying a copy of the Winners' List or Official Rules along with a self-addressed, stamped envelope postmarked by 2/4/11 and received by 2/8/11 mail to: VFI Marketing/American Standard "The Responsible Bathroom Tour" Winners

List, 106 Elm St, Stonington, CT 06378. VT and WA residents may omit return postage for Official Rules requests.

XV. SPONSOR: American Standard Brands, One Centennial Ave., Piscataway, NJ 08855

**XVI. ADMINISTRATOR:** VFI Marketing, 106 Elm St., Stonington, CT 06378 (the "Sweepstakes Administrator").

XVII. MISCELLANEOUS: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For Participant, to the extent there is a conflict between Official Rules appearing any other location and any terms of use or other agreements posted on the Sponsor's Web Site, these are the Official Rules to be abided by.