

## **TUFF SHED – BACKYARD POWER UP SWEEPSTAKES OFFICIAL RULES**

**OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, EXCLUDING RESIDENTS OF THE FOLLOWING STATES: ALABAMA, ALASKA, CONNECTICUT, DELAWARE, GEORGIA, HAWAII, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, VIRGINIA, VERMONT, WEST VIRGINIA, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS. ENTRANTS MUST BE 18 YEARS OLD AS OF TIME OF ENTRY.**

### **A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

**1. THE SWEEPSTAKES:** Tuff Shed Inc. ("Sponsor") is sponsoring the TUFF SHED – Backyard Power Up Sweepstakes ("Sweepstakes"). The Sweepstakes consists of one (1) promotional period ("Promotion Period"). The Sweepstakes begins at 12:00:01 A.M., Eastern Time ("ET") on 7/1/2015 and ends at 11:59:59 P.M., ET on 8/16/2015. The specific dates for the Promotion Period and the Sweepstakes are as stated in Rule 3 below.

**2. HOW TO ENTER:** During the Promotion Period, enter online at <http://www.tuffshed.com/> by saving an online building quote. For the purposes of the Sweepstakes, "saving an online quote" occurs when the Sponsor's servers record a completed building quote resulting from the entrant clicking the "Save Quote" button. Automated entries, mass-produced entries, and mass-submitted entries (including but not limited to entries submitted using any robot, script, macro, or other automated service) are not permitted and will be disqualified. Sponsor shall determine, in its sole discretion, whether an entry is an automated entry or is mass-produced and/or mass-submitted and all such entries shall be disqualified without further notice.

The online building quote form can be reached by following any of the "Build-A-Quote" buttons on the TUFF SHED website. You must Save the Quote in order to be entered. All entries become the property of the Sponsor and will not be returned or acknowledged. All finalists and winners must meet the eligibility requirements set forth in these rules in order to qualify as a finalist and to win any prizes. Sponsor is not responsible for lost, late, misdirected, incomplete or illegible entries. Sponsor is not responsible for any failure of the website during the Sweepstakes Period, including telephone problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of traffic congestion on the internet or at the website, or any combination thereof including but not limited to any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material related to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes. **Only ONE ENTRY per household. Duplicate entries will be removed from the eligible entries prior to finalist selection.**

**3. IMPORTANT DATES FOR PARTICIPATING IN THE SWEEPSTAKES:** Promotion consists of five (5) Promotion Periods starting and ending at the times and dates as described in the table below. Entries from one Weekly Sweepstakes will not be carried forward to a subsequent Weekly Sweepstakes. Entry is via Internet only.

Promotion Period	Start Date	End Date	Random Drawing Date	Notification Date
Period #1	7/1/15	8/16/15	8/17/15	8/18/15

**4. RANDOM DRAWINGS & ODDS OF WINNING:** On or about the dates listed in the table above, Sponsor will select the names of six winners ("Winners") in a random drawing from

among all eligible entries received during the Promotion Period, and those winners will be notified by phone, e-mail or postal mail on or about the date listed in the table. Sponsor's decisions shall be final in all matters pertaining to this Sweepstakes. Odds of winning in a Promotion Period depend on the number of eligible entries received in that respective Promotion Period.

**5. PRIZES AND CONSUMER DISCLOSURE:** Details and qualifications for participation in this promotion may apply. Six (6) Grand Prizes will be awarded. Each Grand Prize Winner will receive a tool item from the prize pool. The prize pool includes one or more of the follow items: PowerBoss 1,150 Watt Gas-Powered Portable Generator (Model 30627, retail value \$199); Hitachi 21 cc Curved Shaft Gas Powered Trimmer (model CG22EABSLP, retail value \$188.30); Poulan 21" Gas Push Mower with Rear Bag (model 961320096, retail value \$179); Toro 3-in-1 Gas Handheld Blower Vacuum (model 51988, retail value \$149). All costs and expenses not specifically included above are each Winner's sole responsibility, including all federal, state and local sales and use taxes, etc. No Weekly Sweepstakes Prize is redeemable for cash; nor is it transferable or substitutable except that Sponsor may, at its sole discretion, substitute a Prize or any component thereof with one of equal or greater value. Winner will be required to sign and return within ten (10) days of notification or attempted notification of being a potential Winner, an Affidavit of Eligibility/Compliance or an alternate potential Winner(s) will be selected.

**6. ELIGIBILITY:** The Sweepstakes is open only to persons who are LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, EXCLUDING RESIDENTS OF THE FOLLOWING STATES: ALABAMA, ALASKA, CONNECTICUT, DELAWARE, GEORGIA, HAWAII, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, VIRGINIA, VERMONT, WEST VIRGINIA, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS. ENTRANTS MUST BE 18 YEARS OLD AS OF TIME OF ENTRY.

Furthermore, the following persons are not eligible to participate in this Sweepstakes: (1) Employees, officers, directors, contractors, or agents of TUFF SHED, Inc. and their respective parent companies, subsidiaries, affiliates, promotion and advertising agencies, advertising partners, and anyone involved in the Sweepstakes' development or execution; (2) the immediate family members (meaning spouses, parents, siblings, children and their respective spouses) of such employees, officers, directors, contractors or agents; and (3) members of the households of such employees, officers, directors, contractors or agents.

**7. GENERAL CONDITIONS:** Sweepstakes entrants agree to be bound by the terms of these Official Rules and decisions of Sponsor which are final and binding on all matters relating to this Sweepstakes. VOID WHERE PROHIBITED.

**8. LIMITATION OF LIABILITY:** By entering this Sweepstakes, entrants agree to release, defend, hold harmless, and agree not to institute any claims against Sponsor, its parent company, subsidiaries, affiliates, representatives, promotion, advertising and online technology agencies, prize suppliers and all others associated with the development or execution of this Sweepstakes, and each of their respective owners, shareholders, principals, directors, officers, employees, representatives, contractors and agents (collectively the "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from, or in connection with, either directly or indirectly, participation in this Sweepstakes or any prize related activities, including but not limited to traveling to or from any prize related activity, or the awarding, acceptance, receipt, possession, use, misuse or nonuse of the Prizes or parts thereof, including, without limitation, liability for death, personal injury, property damage or loss of any kind, and from liability to any other persons relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. By participating in this Sweepstakes, each

entrant assumes all liability for any and all damages, losses or injury sustained, incurred, caused or claimed to be caused by or to the entrant or any third party as a direct or indirect result of participation in the Sweepstakes and/or the acceptance, award, receipt, use and/or misuse of the Prizes. No responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority. Sponsor reserves the right to cancel or modify this Sweepstakes as it deems necessary or appropriate in its sole discretion.

**9. DISCLAIMER OF WARRANTY.** THE PRIZES ARE AWARDED "AS IS" AND WITH SPONSOR'S STANDARD PRODUCT WARRANTY. SPONSOR HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. UNDER NO CIRCUMSTANCES SHALL SPONSOR, OR THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. By entering this Sweepstakes, participating therein and/or accepting the Prizes, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the Prizes, other than the administration of the Sweepstakes or the determination of the Prize Winner, which is in the sole and exclusive discretion of the Sponsor (and shall not be the subject of any dispute), shall be resolved with you individually, without resort to any form of class action, and exclusively by the state or federal courts located in Denver County, Colorado; and (2) any and all claims, judgments and awards against the Released Parties and in your favor shall be limited to actual out-of-pocket costs incurred by you, including costs associated with entering this Sweepstakes, but in no event shall include attorneys' fees.

The Released Parties are not responsible for the inability of any entrant to accept the Prizes for any reason, nor for any issues relating to delivery of the Prize, delays, defects, damages, permit/HOA issues or interruptions.

**10. INTERNET:** The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically register and/or enter repeatedly is prohibited. 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 corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Should this Sweepstakes be terminated the Sponsor reserves the right to select the Winner in a random drawing from among all eligible, non-suspect entries received as of the action requiring such termination. The Released Parties assume 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. Released Parties are not responsible for lost, late, garbled, misdirected entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail 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, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, 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.

**11. DATA COLLECTION:** When participants enter the Sweepstakes, Sponsor will collect personal information about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.tuffshed.com/privacy/> for information about how your personal information may be used. By participating in the Sweepstakes you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read, understood and accepted Sponsor's privacy policy.

**12. IDENTITY OF PRIZE WINNERS:** For the identity of the Prize Winners, available after September 30, 2014, visit <http://www.tuffshed.com/winners/>

**13. MISCELLANEOUS:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations you and/or Released Parties have in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Colorado, applicable to agreements made and wholly performed in the State of Colorado and without regard to its conflict of laws principles. If any provisions of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**14. SPONSOR:** This Sweepstakes is sponsored by TUFF SHED, Inc., 1777 South Harrison Street, Suite 600, Denver, Colorado 80210.