

TUFF SHED – 2016 BACK TO SCHOOL SHED FUND OFFICIAL RULES

OPEN ONLY TO K-12 PUBLIC SCHOOLS LOCATED IN THE UNITED STATES, BUT EXCLUDING THE FOLLOWING STATES: ALASKA, CONNECTICUT, DELAWARE, HAWAII, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH DAKOTA, OHIO, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, VIRGINIA, VERMONT, WEST VIRGINIA, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS.

NO PURCHASE NECESSARY

A PURCHASE WILL NOT INCREASE ANY INDIVIDUAL SCHOOL'S CHANCES OF WINNING

1. THE PROMOTION: Tuff Shed Inc. ("Sponsor") is sponsoring the TUFF SHED – 2016 Back to School Shed Fund ("Promotion"). The Promotion Period begins at 12:00:01 A.M., Eastern Time ("ET") on 10/14/2016 and ends at 11:59:59 P.M., ET on 11/13/2016. Visitors to www.tuffshed.com will have the opportunity to increase Tuff Shed's financial commitment to the retail value of prizes (Prize Pool), which will be awarded to one selected public school (Winning Application).

2. THE PRIZE POOL: During the Promotion Period, TUFF SHED will donate \$5 in product (retail value) to the Promotion Prize Pool (Prize Pool) for every successful online saved quote on www.tuffshed.com. The maximum retail value amount of the Prize Pool shall be \$5,000. For the purposes of the Promotion, "saving an online quote" occurs when the Sponsor's servers record a completed building quote resulting from the prospective customer 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 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. All Saved Quotes become the property of the Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, incomplete or illegible entries. Sponsor is not responsible for any failure of the website during the Promotion 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 Promotion, all of which may affect a person's ability to participate in the Promotion. **Only ONE SAVED QUOTE per household. Duplicate saved quotes will be removed from the eligible saved quotes prior to determining final amount of Prize Pool.**

3. APPLICATIONS AND ELIGIBILITY: To be considered for a prize in The Promotion, eligible schools (Applicants) must complete and submit an application form, which is posted on www.tuffshed.com. This form must be filled out in its entirety and submitted during the Promotion Period. Even when application is completed by individual who is not an official representative of the school, an appropriate school contact must acknowledge and agree to participation in The Promotion. Sponsor shall, at its sole discretion, select one school (Winning Application) from all Applicants to receive a free Tuff Shed product, with the total retail value of the product not to exceed the amount of the Prize Pool. By submitting application, Applicants agree to sign waiver and release granting Tuff Shed the right to use School name, project information, and images in Tuff Shed advertising and promotional materials, should the Applicant be chosen as a Winning Application.

TO BE ELIGIBLE, SCHOOL MUST BE A K-12 PUBLIC SCHOOL LOCATED WITHIN THE UNITED STATES, BUT EXCLUDING THE FOLLOWING STATES: ALASKA, CONNECTICUT, DELAWARE, HAWAII, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH DAKOTA, OHIO, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, VIRGINIA, VERMONT, WEST VIRGINIA, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS.

Furthermore, the following persons are not eligible to participate in this Promotion: (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 Promotion' 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.

4. PRIZES AND CONSUMER DISCLOSURE: Other qualifications for participation in this promotion may apply. One (1) Prize will be awarded. Winning Application will receive a Tuff Shed product, delivered and installed on the property of their eligible K-12 school.

The maximum total value of the Prize Pool shall be determined by the number of online saved quotes during the Promotion Period. This value shall not exceed \$5,000. Retail value of Prize has a maximum value of \$5,000 and shall not exceed the total Prize Pool. Prize values for similar products may vary slightly by market. Winning Application must appoint one person to coordinate the design (model, size, etc.) and delivery of the building Prize. Should the Winning Applicant desire to exceed the maximum value of their Prize, that Winning Applicant will be responsible for those costs that exceed the Prize value. In no case can the Prize value be used for items provided by entities other

than Tuff Shed. If the actual Retail Value of the product selected as the Prize is less than the Maximum Prize Value in their market, the Winner will forfeit the difference in value and will not receive the difference as a cash refund. The Winner must take delivery of the Prize within one hundred and twenty (120) days of being confirmed as the Winner.

The building Prize Value will be credited at the time of final invoice, and may not be used as a down payment on purchase if the value of the actual configuration exceeds the building Prize Value. All costs and expenses not specifically included above are each Winner's sole responsibility, including all federal, state and local taxes, etc. No 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 of the Prize will be required to sign and return within seven (7) days of notification or attempted notification of being a potential Winner, an Affidavit of Eligibility/Compliance or an alternate potential Winner will be selected.

5. IMPORTANT DATES FOR PARTICIPATING IN THE PROMOTION:

Promotion consists of one (1) Promotion Period starting and ending at the times and dates as described in the table below. Entry is via Internet only.

Start Date	End Date	Selection Date	Notification Date
10/14/16	11/13/16	11/18/16	11/21/16

6. SELECTION OF WINNERS: On or about the dates listed in the table above, Sponsor will select the name of the winners ("Winner") from among all eligible school applications received during The Promotion based solely on Sponsor's determination of which entries could have the greatest impact on their students by winning the Prize. 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 Promotion.

7. GENERAL CONDITIONS: Promotion participants 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 Promotion. VOID WHERE PROHIBITED.

8. LIMITATION OF LIABILITY: By participating in this Promotion, applicants 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 Promotion, 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 Promotion 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 Prize 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 Promotion. By participating in this Promotion, 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 Promotion and/or the acceptance, award, receipt, use and/or misuse of the Prize. 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 Promotion 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 Promotion, participating therein and/or accepting the Prizes, each applicant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or the Prize, other than the administration of the Promotion 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 Promotion, 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 Promotion 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 Promotion, 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 Promotion. Should this Promotion 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 Promotion or downloading any materials in this Promotion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 Promotion, 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 Promotion 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 November 30, 2016, visit <http://www.tuffshed.com/special-offers/>

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 Promotion, 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 Promotion is sponsored by TUFF SHED, Inc., 1777 South Harrison Street, Suite 600, Denver, Colorado 80210.

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