True Value Trolls Sweepstakes Official Rules

No purchase necessary to enter or win. A purchase does not increase your chances of winning. The True Value Trolls Sweepstakes is sponsored by True Value Company. Open to legal residents of the 50 U.S. & D.C., who are 18 or older. Void where prohibited. Begins November 1, 2016 at 12:00 a.m. ET; ends December 30, 2016 at 11:59 p.m. ET. For Official Rules, visit:

http://platform.votigo.com/fbsweeps/sweeps/True-Value-Trolls-Sweepstakes

- **1. Sweepstakes Period:** The True Value Trolls Sweepstakes (the "**Sweepstakes**") begins at 12:00 a.m. ET Eastern Time ("ET") on November 1, 2016 and ends at 11:59 p.m. ET on December 30, 2016 ("**Sweepstakes Period**"). The Sweepstakes consists of nine (9) separate Weekly Entry Periods during the Sweepstakes Period (each, a "**Weekly Entry Period**") (as defined in #4 below).
- 2. Eligibility: The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age as of date of entry. Void outside of the fifty (50) United States and the District of Columbia, and where prohibited, taxed, or restricted by law. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the fifty United States or the District of Columbia. Employees, officers, retail member store owners and employees and directors of True Value Company ("Sponsor"), Votigo, Inc. ("Administrator"), and any of their respective parents, affiliates, subsidiaries, dealers, mandataries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether or not related) of such employees, officers, retail member store owners and employees and directors are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor'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. Sponsor reserves the right to verify the eligibility of winners. All federal, state, and local laws and regulations apply.
- **3. Sponsor/Administrator:** The Sweepstakes is sponsored by True Value Company, 8600 W. Bryn Mawr Ave, Chicago, IL 60630. The Sweepstakes is administered by Votigo, Inc., 251 Lafayette Circle, Suite 330, Lafayette, CA 94549.
- **4. How to Enter:** There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning. During the Sweepstakes Period, visit http://platform.votigo.com/fbsweeps/sweeps/True-Value-Trolls-Sweepstakes (the "**Website**") and follow the instructions to complete all required fields of the on-screen registration form to receive one (1) entry into the applicable Weekly Entry Period Drawing (as defined below) and one (1) Entry into the Grand Prize Drawing (the "**Entry**"). Limit one (1) Entry per person/email address per day throughout the Sweepstakes Period.

No information regarding Entries, other than as otherwise set forth in these Official Rules, will be disclosed. Entries must be received during the Sweepstakes Period. For the purposes of this Sweepstakes, a Weekly Entry Period is defined as beginning at 12:00 a.m. ET each Tuesday and ending at 11:59 p.m. ET each Monday with the exception of the last week, which will begin on Tuesday, December 27, 2016 and end on Friday, December 30, 2016. Entries will not be carried forward to subsequent Weekly Entry Period Prize Drawings, if any. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal Internet access and usage charges imposed by your online service may apply. If entering via mobile device, normal phone/data and usage charges imposed by your phone service may apply.

5. Selection of winners: On or about each Tuesday following each Weekly Entry Period, Administrator will select five (5) potential Weekly Prize winners in a random drawing from among all eligible Entries received for the applicable Weekly Entry Period. On or about January 3, 2017, Administrator will select one (1) potential Grand Prize winner in a random drawing from among all eligible Entries received including the Weekly Prize winners throughout the Sweepstakes Period. All potential winners will be notified of their selection via email. The odds of winning a Weekly Prize are based on the number of eligible Entries received for each Weekly Entry Period. The odds of winning a Grand Prize are based on the number of eligible Entries received throughout the Sweepstakes Period. Limit one Grand Prize and one Weekly Prize per person/household.

Each Weekly Prize winner will receive an email with instructions on how to claim their prizes. Return of any prize or prize notification will result in disqualification and prize will be forfeited.

The Grand Prize winner will be contacted initially via email on or about January 3, 2017 and will be sent an Affidavit of Eligibility, Liability & Publicity Release (where legal) ("Affidavit") and will be required to complete, sign and return (or have their parent/legal guardian sign, if potential winner is a minor in his or her state of residence) Affidavit via email within 48 hours of being notified in order to claim his/her prize. Grand Prize winner's guest (or parent/legal guardian if guest is deemed a minor in his/her state of residence and the parent or legal guardian must be the winner or the guest) will be required to execute a Release of Liability prior to use of Grand Prize. If a potential winner fails to return the required document(s) within the required time period, or the Affidavit, prize/prize notification is returned undeliverable, or in the event that the potential winner is disqualified for any reason, such potential winner's prize shall be forfeited and Sponsor will award the Grand Prize to an alternate winner selected by a random drawing from among all remaining eligible Entries received throughout the Sweepstakes Period, time permitting. In the event a potential winner's prize is forfeited, no compensation will be given.

Potential winners are subject to verification by Sponsor and/or Administrator, whose decisions are final AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. An entrant is not a winner of a prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

6. Prizes and Approximate Retail Values (the "ARV"): <u>Grand Prize (1)</u>: A 6-day/5-night trip for two (2) to Copenhagen, Denmark ("**Trip**"), as described below. The ARV of the Grand Prize is \$6,550. **Weekly Prize** (45 total – 5 per Weekly Entry Period): A pair of Movie Passes. ARV: \$35 each. Movie Passes subject to terms and conditions and an expiration date. The ARV of all Weekly Prizes is \$1,575. The ARV of all prizes is \$8,125.

Grand Prize winner will receive a Trip for two (2) people to Copenhagen, Denmark, inclusive of the following:

The Grand Prize package includes roundtrip air on Norwegian Air Shuttle ASA in Premium class of service. This fare class includes seat reservations, Nice & Tasty menu and 2 piece checked baggage per passenger (size and weight restrictions apply, as determined by Norwegian Air). Service is from one of six (6) Norwegian gateways in the U.S; John F. Kennedy International Airport (JFK), Fort Lauderdale International Airport (FLL), Los Angeles International Airport (LAX), Orlando International Airport (MCO), Boston (BOS), OR Oakland/San Francisco (OAK), to Copenhagen Airport (CPH). ARVof this portion of the prize: \$3,900.

Accommodations for five (5) nights for two (2) people in select Copenhagen, Denmark hotel. Minimum 4-star property. ARVof this portion of prize: \$1,500.

Two (2) Copenhagen Cards with 120 hours access to public transportation, 73 museums and discounts at certain restaurants. ARV of this portion of the prize: \$250.

All travel arrangements are subject to availability, blackout dates & other restrictions. Reservations must be requested at least (60) days prior to intended date of departure and are subject to availability at time of request. Air travel certificate will be issued on date of Grand Prize winner confirmation and will be valid for one (1) year from date of issue. Winner & guest must travel on same itinerary throughout. Rebooking and changes are not permitted. Tickets are non-refundable and non-transferable. The airline is at the sole discretion of the Sponsor as indicated below. All unspecified expenses related to acceptance/use of prize & all taxes including airport taxes on prize are winner's sole responsibility. For Grand Prize, expenses include costs of obtaining required travel documents (including visa and passport) and or insurance. No prize substitution, except by Sponsor, in its sole discretion, if advertised prize is unavailable and only then for prize of equal or greater value. No prize transfer.

Up to \$900 credit will also be included for travel on commercial airline for winner and guest to travel from the nearest airport in their hometown within the U.S. to the closest Norwegian gateway city (if applicable). Grand Prize winner will be responsible for any difference between the credit and actual flight costs. Grand Prize winner will not receive the balance if the actual flight costs are under \$900. Grand Prize and any of the above listed components may not be sold, traded, transferred, refunded, substituted, commissioned or redeemed for cash value. Copenhagen Card is subject to terms and conditions and restrictions. If Grand Prize winner chooses to take the Trip with no guest, the remaining elements of Grand Prize shall constitute full satisfaction of the Released Parties' (as defined below) Grand Prize obligation to Grand Prize winner and no additional compensation will be awarded. Actual value of Grand Prize will depend on dates of travel and any air transportation/price fluctuations and any difference in value will not be awarded. Hotel to be selected by Sponsor/Administrator at their sole discretion. Grand Prize winner and guest must travel together on the same itinerary and air transportation(s)/hotel accommodations must be taken by the Grand Prize winner and guest together. Once Trip dates have been booked, no extension or substitution of Trip dates is permitted, except at Sponsor/Administrator's sole discretion. Once travel has been confirmed, any cancellation or change fees or restructuring of the Trip are the sole responsibility of the Grand Prize winner and guest are solely responsible for providing all necessary identification documents and will be responsible for obtaining all necessary travel documents (i.e., valid government issued I.D. and passport, etc.). Failure to provide such documents may result in Trip cancellation upon airport check-in. The Grand Prize winner and/or his/her guest must have/present at least one major credit card in good standing in order to check into hotel. The Grand Prize Trip restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the Affidavit (described below) and/or winner's travel documents. Neither Sponsor nor Administrator is responsible for lost or stolen tickets/passes/itinerary/identification, etc. Grand Prize winner is solely responsible for all federal, state and local taxes and any other costs, incidentals, and any other expenses associated with Grand Prize acceptance and use not specifically mentioned as being provided, including but not limited to unspecified ground transportation, excursions and/or luggage handling between winner's home and airport, and items not included as part of the winning Grand Prize package. The following are the sole responsibility of the Grand Prize winner and his/her guest: additional air/ground transportation, hotel accommodations, travel insurance; room service; laundry service; excursions; spa treatments; alcoholic beverages/drink packages; unspecified meals; local and long distance telephone calls/texts; merchandise and souvenirs; incidental expenses; additional tips and gratuities; and all other costs and expenses not otherwise mentioned herein. All other expenses and incidentals not specifically mentioned as being included are excluded and are the Grand Prize winner's sole responsibility. By entering this Sweepstakes and accepting the Grand Prize, the Grand Prize winner and his/her guest agree to maintain his or her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Sweepstakes or prize-related activity. Sponsor reserves the right to terminate attendance to any prize-related activity or event, in whole or in part, and send winner and his/her guest home with no further compensation, in the event a winner or his/her guest engages in behavior that: is obnoxious, threatening, or illegal; is intended to annoy, abuse, threaten or harass any other person; is uncooperative or disruptive; may or does cause damage to person, property, or the reputation of Sponsor; or otherwise violates the policies of the prize providers; all as determined by Sponsor in Sponsor's sole discretion. In such a case, the winner will still be solely responsible for all taxes and other expenses related to the prize and responsible for the costs of removal from use of the prize and any related damages, losses, or expenses.

Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the sole responsibility of the individual prize winner. The Grand Prize winner will be issued a 1099 tax form for the actual retail value of prize.

7. General Conditions: Sponsor reserve the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, virus, bugs, non-authorized human intervention or any other factor beyond Sponsor's reasonable control impairs the integrity, administration, security, fairness, proper conduct or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion and in the event of cancellation, Weekly and Grand Prizes will be awarded in a random drawing from among all eligible Entries received each week and overall prior to cancellation. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems or other communications malfunctions, errors or failures of any kind; web site, Internet, or ISP availability, computer or software malfunctions or damage to a user's computer equipment (software or hardware) including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes; technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of submission of an Entry will not be deemed proof of receipt by Sponsor or Administrator. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting: to tamper with or undermine the entry process and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Weekly and Grand Prizes at random from among the eligible, non-suspect Entries received each week and overall up to the time of the impairment.

8. Release and Limitations of Liability: By participating in this Sweepstakes, entrants agree that Sponsor, Administrator and each of their affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of a prize. By Participating in this Sweepstakes, Entrant's Agree that the Released Parties Will Have No Liability Whatsoever for, And Shall be Held Harmless by Entrant's Against, Any And All Liability For: (A) Any Injuries, Losses or Damages of Any Kind to Any Person, Including, Without

LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AS WELL AS PERSONAL INJURY OR DEATH, OR TO ANY PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, PREPARATION FOR, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY; OR (B) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANTS FURTHER AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF THE TWITTER WEB SITE OR ANY OTHER ENTRY MECHANISM OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, THE TWITTER PLATFORM AND THE PRIZE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- **9. Publicity.** Except where prohibited by law, winners grant to sponsor and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winners' names, portraits, pictures, voices, likenesses, Entries and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name) without additional consideration, compensation, permission, or notification. Entrants agree that Sponsor shall own the Entries, which will not be acknowledged or returned, and that Sponsor and its designees shall have the perpetual, worldwide right to edit, publish, and use the Entries in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration to entrants or any third party.
- 10. Disputes. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes (excluding any and all disputes, claims and causes of action arising out of or connected with the prize awarded in the Sweepstakes or the use or misuse thereof) shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in Illinois; (2) any and all disputes, claims and causes of action arising out of or connected with the prizes awarded in the Sweepstakes or the use or misuse thereof shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in Illinois; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any

choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Illinois.

- **11. Privacy:** Sponsor will be collecting personal data from entrants in accordance with its Privacy Policy, which can be found at http://www.truevalue.com/custserv/custserv.jsp?pageName=Privacy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
- **12. Winners List:** For the names of the winners, available after February 11, 2017, for a period of at least 30 days, send an email to support@votigo.com.