

America's Favorite Doors™

Clopay imagineNATION Makeover CONTEST

OFFICIAL CONTEST RULES

SPONSOR: Clopay Building Products Company, Inc. 8585 Duke Blvd Mason, OH 45150 www.clopaydoor.com

GENERAL: NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. The Clopay imagineNATION Makeover Contest (the "Contest") shall begin on June 1, 2016, and run through December 31, 2017, when winner selection will conclude (the "Contest Period"). The Contest is open to legal residents of the 50 continental United States and Canada exclusive of the Province of Quebec, who are at least 18 years of age (each, an "Entrant"). The Contest is void in Quebec and where prohibited by law. Entrant must be the legal owner of the property portrayed in each Entry (as defined below) and, upon request, be able to offer valid proof of age and ownership acceptable to the Sponsor, Clopay Building Products Company, Inc. ("Clopay"). Employees of Clopay and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, whether as "in-laws" or by current or past marriages(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related. By entering, Entrant agrees to be bound by these Official Contest Rules (the "Rules") and the decisions of Clopay.

TO ENTER: You may enter the Contest beginning 12:00 AM Eastern Time on June 1, 2016 through 11:59 PM Eastern Time on December 31, 2017 (the "Entry Period") by completing the online entry form and submitting photos of your home both "before" and "after" a new garage door – and entry door, if also replaced at the same time – was installed by visiting <u>http://www.clopaydoor.com/imaginenation-contest-entry</u> and following the instructions found at "Clopay imagineNATION Makeover Contest" (each, an "Online Entry" or "Entry"). You may also submit an entry by mailing in the following entry materials all together in a hand-addressed, postage-paid envelope to Clopay Building Products Company, "Clopay imagineNATION Makeover Contest", 8585 Duke Blvd., Mason, OH 45150: (1) your complete name, street address (no P.O. Boxes), city, state, zip code, date of birth (mm/dd/yyyy), and telephone number (if no telephone, state "No Phone.") printed on a single piece of paper; (2) electronic copies in .jpg format on a disc (CD or DVD) of your pictures or images of a "before" picture of your home showing your old garage door

and/or entry door <u>and</u> an "after" picture showing your new Clopay garage door and/or entry door; and (3) a printed essay of 150 words or less that explains why you replaced the original garage door and/or entry door with Clopay door(s), what you like most about your new Clopay door(s), and where you purchased the door(s) (each, a "Mailed Entry" or "Entry"). All Mailed Entries <u>must</u> be received before the Entry Period closes to be considered for one of the "Judging Dates" detailed below.

Doors may be from any source, and no proof of purchase is required. No individuals may be shown in any Entry photographs. All Entries must be complete and provide all requested information and materials and be fully submitted either online or postmarked during the Entry Period to be eligible for any prize. If a Mailed Entry, please limit one entry per envelope. Failure to comply with any entry requirements or official rule will result in disqualification.

All Entries will be reviewed and a winner selected by members of Clopay's internal design team. Winning photos will be uploaded to Clopay's website (if a Mailed Entry; Online Entries will already be located on Clopay's website) and social media properties, including - but not limited to - Facebook, Twitter, Google+, Pinterest, Houzz, and Hometalk. Clopay reserves the right to approve or decline any Entry and for any reason. Clopay also reserves the right to edit any image or the comments in order to ensure that the Entry conforms to these Rules and the criteria for consideration established by these Rules, or to correct typing mistakes, image size, or other discrepancy. Limit one Entry per person/household address during the Contest Period regardless of method of entry. No mechanically reproduced Entries of any kind are permitted. Illegible and incomplete Entries are void. Clopay is not responsible for lost, late, mutilated, postage due, or misdirected Entries or Entries not received. In the event of a dispute over who submitted an Online Entry, the Entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified on the Online Entry form. The authorized account holder is deemed to be the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All Entries become the property of Clopay and will not be returned. Each Entry must be submitted by an individual. Multiple party Entries are not eligible and will not be accepted.

YOUR AGREEMENT: By submitting an Entry, you agree, represent and warranty as to each of the following:

- 1. <u>Warranty of Non-Infringement</u>. YOU REPRESENT THAT ANY PHOTOGRAPH AND ESSAY YOU SUBMIT AS PART OF AN ENTRY TO CLOPAY IS YOUR ORIGINAL WORK AND DOES NOT INFRINGE ON THE LEGAL RIGHTS OF ANY THIRD PARTY– INCLUDING, WITHOUT LIMITATION, COPYRIGHT, TRADEMARK, AND OTHER INTELLECTUAL PROPERTY RIGHTS. YOU ALSO WARRANT THAT CLOPAY'S USE OF YOUR ENTRY WILL NOT RESULT IN THE INFRINGEMENT OF THE LEGAL RIGHTS OF ANY THIRD PARTY, INCLUDING – BUT NOT LIMITED TO – ANY PRIVACY RIGHTS. FAILURE TO COMPLY WITH THIS OR ANY OFFICIAL RULE WILL RESULT IN DISQUALIFICATION.
- 2. <u>Grant of Rights to Photographs</u>. BY ENTERING THE CONTEST, YOU AUTOMATICALLY GRANT ALL RIGHT, TITLE AND INTEREST IN YOUR PHOTOGRAPHS AND ESSAY THAT YOU SUBMIT, INCLUDING ALL

INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH YOUR SUBMISSION. TO CLOPAY FOR ITS USE AT ITS SOLE DISCRETION, AND YOU AGREE TO SIGN ANY DOCUMENT NECESSARY TO CONFIRM SUCH ASSIGNMENT OF RIGHTS. YOU FURTHER AGREE TO WAIVE IN FAVOR OF CLOPAY ANY MORAL RIGHTS YOU HAVE IN THE PHOTOGRAGHS AND ESSAY YOU SUBMIT TO CLOPAY. IF FOR ANY REASON THE GRANT OF ALL RIGHT, TITLE AND INTEREST TO CLOPAY IS DETERMINED TO BE INVALID OR OTHERWISE COMPROMISED, THEN IN THE ALTERNATIVE, YOU HEREBY GRANT TO CLOPAY A FULLY PAID UP AND IRREVOCABLE LICENSE TO USE THE PHOTOGRAGHS AND ESSAY YOU SUBMIT FOR ANY REASONABLE BUSINESS PURPOSE.

WINNER SELECTION: One (1) winner ("Winner") will be selected on each of the dates listed below during the Contest Period (each a "Winner Selection Date"). Winners will be selected from all eligible Entries submitted during the Contest Period prior to the Winner Selection Date. Entries will be considered on a rolling basis and eligible for any remaining Winner Selection Dates remaining during the Contest Period once received and approved.

Winner Selection Dates:

- 1. September 30, 2016
- 2. October 28, 2016
- 3. November 25, 2016
- 4. December 30, 2016
- 5. January 31, 2017
- 6. February 28, 2017
- 7. March 31, 2017
- 8. April 28, 2017
- 9. May 31, 2017
- 10. June 30. 2017
- 11. July 31, 2017
- 12. August 31. 2017
- 13. September 29, 2017
- 14. October 30, 2017
- 15. November 30, 2017
- 16. December 29, 2017

Clopay will select one (1) prize winner on each Winner Selection Date based on the eligible Entries received.

The Winners will be announced by a posting on Clopay's Facebook page. Clopay will also make reasonable efforts to notify each Winner individually by phone/mail/email, in Clopay's discretion. In the event that a Canadian resident is an eligible Winner, that Entrant must first correctly answer a mathematical skill-testing question to be administered by phone or in writing, prior to being declared a Winner. Odds of winning will depend upon the number of eligible Entries received. Decisions of Clopay are final on all matters.

After each Winner Selection Date, the winning images for that date will be designated on <u>http://www.clopaydoor.com/imaginenation-garage-door-photos</u>. Only one Entry for each garage door and/or entry door is eligible over the course of the entire Contest Period.

PRIZES: Each Winner chosen on a Winner Selection Date will be awarded one (1) prize (a "Prize") as follows:

Prize: \$1000.00 Value

Each Prize may be awarded in the form of a VISA debit or pre-paid credit card, check, cash or their equivalent and shall be paid in the currency of the country of residence of the Prize Winner. Prizes consist of only those items specifically listed as part of the Prize, and they shall remain subject to all applicable rules and restrictions associated with the issuers of the debit or credit card, including potential expiration dates. No substitution or transfer/assignment of any Prize by Winners are permitted. Only one (1) Prize will be awarded per household during the entire Contest Period. Any applicable federal, state and local taxes are the sole responsibility of each Winner. All federal, state, provincial, territorial and local laws and regulations apply.

All Winners shall be required to sign and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, and Publicity Release prior to disbursement of any Prize, which may require disclosure of certain forms of identification (e.g. either U.S. social security number or Canadian social insurance number), within seven (7) days of the date on notification materials. Noncompliance within this time period and/or return of any Prize/Prize notification as undeliverable may result in disqualification and an alternate Winner may be selected at Clopay's discretion pursuant to these Rules. Winners may be required to produce picture or some other form of proper identification to claim any Prize. Clopay reserves the right to substitute any Prize with a prize of equal or greater value. Acceptance of any Prize constitutes permission to the Clopay to use winner's name, voice, statements, image, likeness, home and entry (including photographs) for purposes of advertising and trade, in any medium, without further compensation, unless prohibited by law.

TERMS: Clopay is not responsible for any typographical or other error in the printing, the offering or the announcement of any Prize or in the administration of the Contest, whether caused by computer, technical or human error. Winners assume all liability and agree to hold Clopay harmless for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any Prize. In the event of a dispute, all claims must be filed individually, without resort to class action, in an appropriate state court within the State of Ohio and will be subject to the laws of the State of Ohio. Clopay is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion whether caused by computer, technical or human error. Clopay reserves the right to cancel or modify the Contest or these Rules for any reason, including but not limited to, if fraud, misconduct, or technical failures destroy the integrity of the promotion in Clopay's sole discretion; or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the promotion as determined by Clopay, in its sole discretion. Clopay reserves the right to disgualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: Any attempt to deliberately damage www.clopay.com or undermine the operation of this Contest is a violation of criminal & civil laws. Clopay reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law.

WINNERS LIST: For a list of winners, available within thirty (30) days of the end of the Contest Period, visit www.clopaydoor.com.
