

MILGARD WINDOWS AND DOORS #DESIGNWITHMILGARDSWEEPSTAKES - OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING. VOID WHERE PROHIBITED.

- PROMOTION TIMING.** The Milgard® Windows & Doors #DesignWithMilgardSweepstakes (the "Promotion") begins at 8 AM Central Standard Time ("CST") on November 09, 2017 and ends at 11:59 PM PT on November 10, 2017 (the "Promotional Period").
- ELIGIBILITY.** The Promotion is open only to individuals who at the time of entry (a) are legal residents of and domiciled in the following US states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Missouri, Montana, New Mexico, Nevada, Oklahoma, Oregon, Texas, Utah, South Dakota, Washington and Wyoming; and (b) are at least 18 years of age. The following individuals are not eligible to participate: (i) employees of Milgard Manufacturing, Inc. ("**Sponsor**") or Masco Corporation, any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies; (ii) family members (spouse, parents, siblings, children and in-laws) of any individual referred to in clause (i); and (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above. This Promotion is subject to all federal, state, and local laws and regulations and is void outside the States listed above and the District of Columbia and where prohibited by law.
- HOW TO ENTER.** In order to enter the sweepstakes for a chance to win, visit Milgard booth at the 2017 Design Expo in Austin, TX. Post a photo with/of the Milgard booth with the #DesignWithMilgardSweepstakes hashtag on your personal or business Facebook page and tell us which Milgard product interests you.
Your text entry becomes the property of Sponsor and entrant gives permission on behalf of themselves and any other person that may be mentioned in the text entry for Sponsor to use the photo for future marketing activities that may include, but are not limited to: milgard.com, Milgard social media pages on Facebook, Twitter, Instagram, Pinterest, Houzz or YouTube. Entrant's name may or may not be used in conjunction with the text.

If you do not wish to enter the Promotion by submitting an entry as described above, you may enter the Promotion by mailing your name and email address on a postage prepaid post card addressed to: Milgard Windows & Doors, 1010 54th Ave East, Tacoma, WA 98424, Attention: Joann Whetstine, Design with Milgard Sweepstakes. A mail-in entry must be post-marked before the end of the relevant Weekly Promotion Period and received by Sponsor on or before seven (7) days after the end of the relevant Weekly Promotion Period. One entry is allowed per person, regardless of the means of entry.

Your text entry becomes the property of Sponsor and entrant gives permission on behalf of themselves and any other person that may be mentioned in the text entry for Sponsor to use the photo for future marketing activities that may include, but are not limited to: milgard.com, Milgard social media pages on Facebook, Twitter, Instagram, Pinterest, Houzz or YouTube. Entrant's name may or may not be used in conjunction with the text.

- AGREEMENT TO OFFICIAL RULES.** Your participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and the

decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

5. **SELECTION OF POTENTIAL PRIZE WINNERS.** There will be one (1) Potential Prize Winner. The Potential Prize Winner will be selected in a random drawing from among all eligible entries received at the end of the 2017 AIA Design Expo. Odds of winning depend on the total number of eligible entries received. A purchase will not increase the chances of winning.
6. **NOTIFICATION AND REQUIREMENTS OF POTENTIAL PRIZE WINNERS.** The Prize Winner will be notified by email address, or social handle, which must be provided at the time of entry. Winner must reply to the Sponsor when notified in order to obtain a mailing address to receive the Visa Gift Card. Prize Winner may also be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within seven (7) calendar days of notification by Sponsor. Prize won by persons who are eligible entrants but considered minors in their state of residence may be awarded to a parent or legal guardian, who must execute and return all required documentation outlined herein and otherwise comply with all requirements imposed on a winner. The prize may be forfeited and may be awarded to another entrant who is randomly selected if (i) Sponsor is unable to contact a potential winner within five (5) days of the first attempt to contact him or her, (ii) a potential winner fails to provide his or her contact information within seven (7) calendar days after notification by Sponsor or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (iii) a potential winner is determined by Sponsor, in its sole discretion, to be ineligible, (iv) a potential winner declines the prize, or (v) a potential winner is otherwise not in compliance with these Official Rules. Sponsor is not responsible for any delay in awarding any prize.

Winner's entry and acceptance of the prize constitutes permission (except where prohibited) for Sponsor and its designees to use, at Sponsor's sole discretion, the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), for advertising, promotions and other purposes in all forms of media, worldwide in perpetuity, without additional notice, permission or further compensation.

7. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV").** Prize Winner will receive one (1) \$500 Visa Gift Card. The aggregate ARV for all prizes is \$500.00.

Each prize is nontransferable and non-refundable and must be accepted as awarded. All applicable taxes (including federal, state, and local income taxes for U.S. winners), duties, and the like, if any, are the sole responsibility of the prize winner. No cash substitution, assignment, redemption for cash, or transfer of prize by winner is permitted; however, Sponsor reserves the right, in its sole and absolute discretion, to substitute any prize described herein, or any portion thereof, with an alternative of equal or greater value. Winner shall not be entitled to the difference between the stated ARV and the actual price of the prize selected.

8. **Sponsor reserves the right** at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of this Promotion; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with

intent to annoy, abuse, threaten or harass any other person; or who Sponsor suspects has engaged in any of the foregoing. Sponsor reserves the right to cancel, terminate or modify this Promotion if it cannot be completed as planned for any reason, including without limitation for infection by computer virus, bugs, tampering, unauthorized intervention, technical failures, corruption of any sort or any other matter beyond Sponsor's control. In such event, Sponsor will award the prizes from among all eligible entries received prior to cancellation.

9. **RELEASE & LIMITATION OF LIABILITY.** As a condition of entering this Promotion, each entrant agrees, and as a condition of being awarded a prize, the winner agrees, to the maximum extent permitted by law, to release, indemnify and hold harmless Sponsor and Masco Corporation, their respective subsidiaries or affiliate companies, their advertising, marketing or promotional agencies and each such company's respective officers, employees, directors, representatives and agents and all others associated with the development and execution of this Promotion (individually and collectively, the "**Released Parties**"), from and against any and all liabilities, claims, actions, lawsuits, judgments, costs and expenses, damages of any kind whatsoever, injuries, or losses to persons or property arising from or relating to, in whole or in part, this Promotion, submitting an entry or otherwise participating in any aspect of this Promotion, the receipt, ownership, possession, use or misuse of any prize awarded, or any actual or alleged breach by entrant of these Official Rules.
10. **LIMITATION OF LIABILITY.** Entrants acknowledge that the Released Parties have not made and are not in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. By entering this Promotion, you waive (to the maximum extent permitted by law) the right to claim any punitive, consequential, incidental, special, exemplary, or indirect damages of any kind and any and all rights to have damages multiplied or otherwise increased.
11. **DISPUTE RESOLUTION.** If there is any conflict between any promotional material and these Official Rules, the provisions of these Official Rules shall prevail. The resolution of any dispute shall be within Sponsor's sole discretion. As a condition of entering this Promotion, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.
12. **PRIVACY POLICY.** To see how Sponsor may use personal information obtained in connection with this Promotion, see Sponsor's Privacy Policy at <http://www.milgard.com/legal/privacy-policy.asp>.

13. **WINNERS' LIST.** For the name of the winner, available for approximately two weeks after the drawing, please email social@milgard.com.
14. **SPONSOR.** The Sponsor of this Promotion is Milgard Windows & Doors, 1010 54th Ave East, Tacoma, WA 98424.

By entering this Promotion, each participant acknowledges that this Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter or Facebook. Participants agree to release Twitter and Facebook from all liability related to this Promotion. Participants understand that they are providing their own information to Sponsor and not to Twitter or Facebook.

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