

# SAMA “How Do YOU Lexel®?” Giveaway

## Contest Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHEREVER PROHIBITED.

### **1. Eligibility**

The SAMA “How Do YOU Lexel®?” Giveaway (“Contest”) is open only to residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry and have complied with the terms of entry pursuant to these Official Rules.

Employees of Sashco, Inc. (“Sashco” or “Sponsor”) and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, partners, parents, siblings, and children) and household members of each such employee are not eligible. Additionally, any individual who has won a contest hosted by Sashco in the six (6) months prior to the beginning of the Contest Period (as defined below) is not eligible to participate in the Contest. The Contest is subject to federal, state, and local laws and regulations. Void where prohibited by law.

### **2. Sponsor; Mailing Address; Phone Number**

The Contest is sponsored by Sashco, Inc. Located at: 10300 East 107<sup>th</sup> Place, Brighton, CO 80601. Telephone: 1-800-767-5656.

### **3. Agreement to Official Rules**

Participation in the Contest constitutes entrants’ 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 complying with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Contest Period**

The Contest begins on or about April 1, 2016 at 12:00 AM MST and ends on May 31, 2016 at 11:59 PM MST (the “Contest Period”). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using method outlined below.

### **5. How to Enter**

Entry is FREE and there is no fee. Enter by completing the required fields of the online form. Alternatively, you may enter by mail by sending correspondence expressing your desire to enter the Contest together with information which will enable the Sponsor to identify and readily contact you in the event you are a winner to: SAMA “How Do You Lexel?” Giveaway, Sashco, Inc., 10300 East 107<sup>th</sup> Place, Brighton, CO 80601. Mailed entries must be received by Sponsor by midnight, April 30, 2016 (the “Alternative Method of Entry” or “AMOE”). Telephone entries will not be accepted.

Fill out the required information on the Contest page at [www.sashco.com/hdyl](http://www.sashco.com/hdyl). Limit one (1) entry per individual for the duration of the Contest Period. Entries received from any individual in excess of the stated limitation will result in disqualification of the entrant. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Determination of Winner**

Upon receipt of a valid submission for entry, each entrant will be assigned a number in chronological order of submission via Wufoo software. At the closing of the Contest Period, Sponsor will specify the range of numbers representing the entire applicant field in the random number generator at MathGoodies.com. The random number generated by MathGoodies.com be matched to the originally assigned numbers to determine the winning entrant.

Odds of winning are incalculable because they will vary based on participation. Sponsor will attempt to notify the potential winner via e-mail on or about June 10, 2016. If the potential winner has entered using the AMOE, Sponsor will attempt to notify entrant via telephone or express certified mail. If a potential winner does not respond within five (5) days after the date of the first attempt to contact him/her, Sponsor will generate another random number and declare an alternate potential winner in his/her place from the remaining eligible entries.

## **7. Winner Notification**

Potential winners will be notified by e-mail. The potential prize winner will be required to complete, electronically sign, and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period, or prize is returned as undeliverable, the potential winner will forfeit the prize. Potential winners must continue to comply with all terms and conditions of these Official Rules; winning is contingent upon fulfilling all requirements. Prizes will be fulfilled approximately six (6) weeks after the end of the Contest Period. To obtain a copy of the winners' names or a copy of these Rules, please mail your request to Sponsor at the mailing address above. A list of the winners will also be published on the Contest website page after winner confirmation is complete, and will be available until July 1, 2016.

## **8. Prize and Taxes**

The prize package shall be composed of:

- Grand Prize: \$200 Visa® Gift Card – Value: \$200
- First Place (5 available): 1 case of Lexel® clear squeeze tubes – Value: \$72/each
- Second Place (5 available): Lexel® Converse shoes – Value: \$55/each

All winners will also receive a Lexel® t-shirt – Value: \$10/each

Prizes will be shipped to winners, at the expense of Sponsor. Prizes must be accepted as awarded, are non-transferable, and no substitutions are permitted. Sponsor reserves the right to substitute a prize of equal or greater value should the prize become unavailable for any reason.

Decisions of the Sponsor in respect to all aspects of the Contest including, without limitation, eligibility of entries are final.

The valuation of any prize that may be awarded shall be determined by Sponsor, and such value may be reported for tax purposes as required by law. Winners shall be solely responsible for reporting and paying any and all applicable taxes related to the prize, and paying any other expenses associated with a prize which is not specifically provided for in these Rules. Winners must provide Sponsor with a valid telephone number, mailing address, identification and taxpayer identification number (social security number) before any prize will be awarded. In the event the prize's value is greater than \$600 USD, a winner shall receive an IRS Form 1099 at the end of the calendar year and a copy shall be filed with the IRS.

## **9. General Terms and Conditions**

Entries will not be returned and become the property of Sponsor upon submission.

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, without limitation, fraud, virus, bug, worm, hacking attack, unauthorized human intervention or other

technical problem, or in the event the Contest is unable to run as planned for any other reason as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest. The right is reserved by Sponsor to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or these Rules in any way, should any cause beyond the reasonable control of Sponsor or its agents affect the proper administration thereof.

The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the Sponsor website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

By participating, entrants understand and agree that they may receive future e-mail newsletters and other promotional materials from Sponsor. Entrants may unsubscribe to Sponsor's e-mail list at any time by clicking the "unsubscribe" link provided in such materials. Entrants may also enter the Contest without receiving future e-mail or promotional materials by using the alternate entry method described above and including in their written submission the statement "I do not wish to receive promotional materials," or words of similar import.

If an entrant enters the Contest using a device or Internet service, entrants wireless or Internet service provider's data rates apply. Entrants should consult their wireless or Internet service provider's pricing plan for details. Entrant agrees to pay any and all charges assessed by entrant's wireless or Internet service provider associated with entering the Contest.

Multiple entrants are not permitted to share an e-mail address. In the event of a dispute as to the owner of a Contest entry, the authorized account holder of the e-mail address used to enter on the date of submission will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by the Internet service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may be required to show proof of being the authorized account holder.

By participating and submitting an entry, winners hereby grant permission for Sponsor to post their name and likeness on Sponsor's websites and other websites, and to use their name and likeness in any other media whatsoever for Sponsor's commercial purposes, including, without limitation, marketing, advertising, and other promotional activities, without payment of any fee, remuneration, credit, or any compensation whatsoever beyond prizes awarded. Entrants agree that Sponsor is not responsible for any unauthorized use of submissions by third parties.

By entering, entrants consent to Sponsor's collection of all personal information included on each entry, and agree to the use and disclosure of such information by Sponsor in accordance with these Rules. All personal information collected from entrants will be used only for the purposes of administering the Contest and for marketing and promotional purposes as contemplated by these Rules; under no circumstances will any personal information be sold or rented to third parties. All personal information collected by Sponsor will be kept in accordance with the Sponsor's Privacy Policy. A copy of Sponsor's Privacy Policy may be viewed on its website at [www.sashco.com/legal-notices](http://www.sashco.com/legal-notices), or by mailing a request to Sponsor at the mailing address above.

The Contest is subject to all federal, state, and municipal laws and regulations.

## **10. Release and Limitations of Liability**

By participating in the Contest, entrants agree to, and do release and hold harmless Sponsor, and each of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, insurers, agents, attorneys, and other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including,

without limitation: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower, or cable transmissions, lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winners, the suspension, postponement, or cancellation of the Contest; (e) the incorrect downloading or processing of entries or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, without limitation, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by a court of proper jurisdiction located in Adams County, Colorado, U.S.A. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Colorado.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY FACEBOOK, INSTAGRAM OR ANY PARTY OTHER THAN SASHCO.**