

# Thompson's WaterSeal Stains Twitter Contest

## ("Contest")

### Contest Rules ("Rules")

1. **CONTEST DESCRIPTION:** Contest begins at 12:00:00 AM Eastern Standard Time ("EST") on May 1<sup>st</sup>, 2014 and ends at 11:59:59 PM EST on August 31<sup>st</sup>, 2014 ("Contest Period"). Contest is sponsored by SHERWIN-WILLIAMS Diversified Brands Division Canada. ("Sponsor") distributor of Thompson's Water Seal exterior stains ("TWS Stains").

2. **ELIGIBILITY:** Contest is open to legal residents of Canada, excluding Quebec, who as of May 1<sup>st</sup>, 2014 have reached the age of majority in the province or territory in which they reside and have an account on twitter.com. Prospective entrants without a twitter.com account can create an account without cost by visiting twitter.com and following the onscreen instructions. Contest is not open to employees, agents or representatives of the Sponsor (including its divisions, subsidiaries, affiliates and advertising or promotional agencies), Twitter Inc. ("Twitter"), prize suppliers, or other parties supplying materials or services in connection with the Contest (collectively, "Excluded Individuals"). Contest is also not open to immediate family members (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of the Excluded Individuals or to any other persons with whom the Excluded Individuals reside.

3. **HOW TO ENTER: NO PURCHASE NECESSARY.** To participate in the Contest and to be eligible to win a prize, access the TWS Stains Official Twitter page online at [www.twitter.com/twsstains](http://www.twitter.com/twsstains) using your own twitter account and become a follower by clicking follow and you will be automatically entered for a chance to win. (each an "Entry"; collectively, "Entries"). Limit of one (1) Entry per person from a valid Twitter account. Creation and use of multiple or alias Twitter accounts in order to exceed the limits on Entries permitted by these Rules may result in the disqualification of all Entries from such accounts as well as disqualification of the entrant. In the event of a dispute regarding who submitted an Entry, the authorized subscriber of the twitter.com account used to participate in the Contest at the time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned a twitter.com account that can be verified by Sponsor. Note that if a Twitter account is set to "protected mode," updates/responses/replies may not be visible in Sponsor's inbox and may not thus be received by Sponsor unless the entrant has previously consented to permit Sponsor to see his/her Twitter updates. If an entrant opts to use Twitter via a wireless mobile device (which is not required to enter the Contest), standard text messaging and/or data rates may apply for each message sent or received from the handset according to the terms and conditions of the service agreement with the wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on an entrant's mobile phone bill or be deducted from his/her prepaid account balance. Wireless carriers' rate plans may vary, and entrants should contact their wireless carrier for more information on messaging rate plans and charges relating to participation in this Contest. Participation in this Contest by mobile device means that an entrant understands that he/she may receive additional messages by mobile device relating to this Contest which may be subject to charges pursuant to his/her carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas.

**This Contest is in no way sponsored, endorsed, administered by, or associated with Twitter. Entrants are providing their information to the Sponsor and not to Twitter except as provided**

**within the Twitter Terms of Service and Twitter Rules. Any entrant with questions, comments or complaints regarding the Contest must contact the Sponsor at 1-800-4-SHERWIN for assistance.**

**4. MONTHLY PRIZES:** There are four (4) prizes available to be won at the beginning of the Contest each prize consisting of one (1) Home Depot GiftCard® for \$100.00. One (1) prize will be awarded at the end of each month during the Contest Period.

**5. WINNER SELECTION:** Contest prizes will be awarded by a random draw conducted from all eligible Entries received by the last day of each month. On June 2, July 2, August 1, and September 2, 2014 at 10:00:00 AM EST a random electronic draw will be conducted in Toronto, Ontario to award the Contest prizes. One (1) entrant will be randomly selected as the potential Contest prize winner from all eligible Entries received each month. Odds of winning a Contest prize depend on the total number of eligible Entries received.

In order to be declared a winner of any prize by Sponsor, the potential winner must be in compliance with the Rules, an employee of Sponsor must be able to reach the potential winner by direct message using twitter.com and/or email within five (5) business days of the date on which the potential winner's Entry was selected, and the potential winner must correctly answer, unaided and within a set timeframe, a mathematical skill-testing question administered by email. Potential winners, will also be required to execute and return by mail, fax or email a Declaration of Eligibility and Liability/Publicity Release within seven (7) days of notification. If a potential winner is not in compliance with the Rules, including by failure to fully complete or return any document required by these Rules, such entrant shall be disqualified from the Contest and another entrant will be randomly selected from the remaining eligible Entries until all winners are finally declared or there are no more eligible Entries. Entrants will not be individually contacted, except for potential winners, who will be contacted by direct message using twitter.com and/or email.

**6. GENERAL CONDITIONS:** Decisions of Sponsor are final, and entrants agree to abide and be bound by the Rules, Twitter's Terms of Service and Twitter Rules, and all of the instructions and decisions of the Sponsor. In the event of any dispute regarding the interpretation of the Rules or any decision rendered by Sponsor, the decision or interpretation of Sponsor shall prevail. Sponsor in its sole discretion reserves the right to disqualify any person it finds to be in violation of the Rules, Twitter's Terms of Service or Twitter Rules. Sponsor is not responsible if any entrant's account is suspended by Twitter for violation of Twitter's Terms of Service or Twitter Rules.

All Entries become the property of, and are subject to verification by, the Sponsor. Any Entry that is illegible, incomplete, altered, or contains false information is invalid. Each prize winner in the Contest agrees to the use of his or her name, Twitter handle, profile picture, comments and/or likeness in any related publicity without further compensation or notice. Personal information collected from entrants will be used by the Sponsor only for the purpose of administering the Contest and will be governed by Sponsor's Privacy Policy available at <http://www.sherwin-williams.com/privacy>. Your use of twitter.com is subject to Twitter's Privacy Policy available at [twitter.com/privacy](http://twitter.com/privacy).

Any attempt to tamper with the entry process, interfere with the Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest (collectively referred to as "Prohibited Acts"), is a violation of law, and the Sponsor reserves the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future Sponsor contests. For further clarity, Prohibited Acts include, without limitation, the use of any automated equipment to participate in the

Contest and creation and use of multiple Twitter accounts or alias Twitter accounts to increase an entrant's chances of winning a prize.

Sponsor assumes no responsibility for Entries that are lost, stolen, delayed, damaged or misdirected, or for the failure, interruption, technical malfunction or delay of any online account, application, email, direct message, tweet, or other communication to be received, for any reason; any incorrect or inaccurate information, whether caused by the Contest website users or by an equipment or programming associated with or utilized in the Contest by any technical or human error which may occur in the processing of Entries in the Contest; problems with the function of any website or website feature howsoever caused; the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data or software, online systems, servers or access providers; any functionality lost due to not having cookies enabled; traffic congestion on the Internet; the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer "hackers". Sponsor is not responsible for any typographical or other error in the administration of the Contest, or in the announcement of prizes or winners. If, for any reason, the Contest is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, prizes may be awarded to winners to be randomly selected from among all eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination. Entrants agree to indemnify and hold harmless Sponsor from any and all liability resulting or arising from the Contest or a prize and hereby acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

Prizes must be accepted as awarded and are not redeemable for cash or credit, transferable or substitutable except in Sponsor's sole discretion. Sponsor reserves the right to award a substitute prize or portion thereof of equal or greater value in its sole discretion. The refusal by an entrant to accept a prize releases and forever discharges Sponsor and its agents of all obligations related to the prize, including delivery.