#### FORTIS FAUCETS - \$250 EMAIL SIGN-UP SWEEPSTAKES

#### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

### **ELIGIBILITY**

To enter participants must be 18 years or older at the time of entry and residents of and physically present in the United States, the District of Columbia or Canada (excluding residents of the Province of Quebec). Employees (and their immediate family members or those living in the same household) of Sponsor (identified below) and their affiliated companies, subsidiaries, divisions, parents and related companies, promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate. The term "immediate family member" includes spouses, grandparents, parents, siblings, children, and grandchildren.

### **HOW TO ENTER**

Sweepstakes begins at 12:00 a.m. (PDT) on November 1st., 2019 and ends on October 31st., 2020 . By participating, all entrants agree to abide by these Official Sweepstakes Rules. To enter the Sweepstakes, go to www.fortisfaucets.com and submit and validate an email address using the "Enter to Win" form as provided at www.fortisfaucets.com. Additional entries can be placed here, https://gleam.io/hWXZq/ fortis-250-giveaway, by following Fortis Faucets on our social media pages. Not accepted are entries that are generated by script, macro or other automated means. All usage rates charged by your internet provider will apply. All entries become the property of the Sponsor. With the registration and submission of your email address, you agree that your registration and any other information collected in connection with the Sweepstakes may be used by Sponsor in accordance with Sponsor's Privacy Policy (see terms and conditions). Your email address may be shared with Sponsor's affiliated business entities. With your email submission you will have the option to receive email or communication from the Sponsor. You may opt-out of the email subscription or communications by following the directions in the email or by contacting the Sponsor. All registrations must include entrant's valid email address as this will serve as the identity of the entrant and, if selected, as the identity of the winner. Any entries believed in good faith to be generated by an automated program or via scripts will be disqualified. Entries that are incomplete or that contain errors, will be disqualified. Spectrum Brands, Inc. as the Sponsor, is not responsible for lost, late, misdirected, altered, or destroyed entries. All entries become the property of Sponsor and will not be acknowledged or returned. Proof of sending will not be deemed as proof of receipt by Spectrum Brands, Inc. If at any time an entrant wishes to have their entry deleted and no longer be entered in the Sweepstakes, the entrant should contact the Sponsor of the Sweepstakes at the address below in these Official Rules. A potential winner may be required to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with a winning entry.

### **ODDS OF WINNING**

Odds of winning a prize (as described below) will depend on the number of eligible entries received during the 4 Sweepstakes Periods. Purchasing a product or service will not increase a participant's chances of winning a Prize.

## HOW WINNERS ARE SELECTED

Sponsor will select one winner for each of the 4 Sweepstakes periods from all eligible entrants using a random number generator. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Drawings at noon (PST) on these dates: February 1, 2020, May 1, 2020, August 1, 2020 and November 1, 2020.

Sponsor will notify the winners by email. Neglecting to respond via email address and providing contact information within forty-eight (48) hours of notification will result in disqualification. In case of disqualification(s), another winner(s) will be selected. Winners are subject to verification. Prizes will be delivered to winners within 10 days after each winner is verified. Winners acknowledge and agree to give their mailing addresses to Sponsor to mail the prizes. To be declared a winner, each eligible Canadian entrant will be required to confirm that he/she has correctly answered the mathematical skill-testing question below: Step 1 multiply 800 x 100 Step 2 Add 2000 to the answer from Step 1 Step 3 Divide the answer from Step 2 by 50 Step 4 Subtract 500 from the answer to Step 3 By entering this Sweepstakes, Canadian entrants acknowledge and agree that: (a) each voluntarily entered this Sweepstakes and (b) each will voluntarily give Sponsor his or her email address and if a winner, his or her mailing address and (c) he or she has the opportunity to opt out of receiving any subsequent notice from Sponsor and any of its affiliated and associated companies about their products and services.

### **PRIZES**

Four Prize winners will each be awarded a \$250 Visa gift card. The approximate retail value for all of the Prizes is \$1000 USD. No transfer, assignment, substitution or cash equivalent for any prize or prize component is permitted, except by Sponsor in its sole discretion. No cash alternative or substitution of a Prize or prize component is allowed, except Sponsor in its sole discretion reserves the right to substitute a Prize or prize component of comparable value, if the Prize or any prize component becomes unavailable for any reason. Each winner is solely and fully responsible for any and all costs, fees, and expenses associated with accepting, receiving or using a Prize and all federal, state, provincial and local taxes on the Prize. Each winner agrees to give Sponsor its address and contact information for delivery of the prize.

# **GENERAL CONDITIONS**

Sponsor reserves the right to amend the Official Rules at any time in its sole discretion. Please check the Official Rules posted on Sponsor's website for any changes/modifications. The Sponsor and its respective employees, agents and representatives are not responsible for incorrect or inaccurate transcription or loss or delay of entry or prize reply information, or for any technical or human errors associated with the Sweepstakes. By entering and participating in the Sweepstakes, you agree: (i) to abide by and be bound to the Official Rules and decisions of Sponsor and Sponsor's Terms of Use and Privacy Policy (found at) <a href="https://www.fortisfaucet.com/resources/privacy-policy">https://www.fortisfaucet.com/resources/privacy-policy</a>. (ii) Sponsor reserves the right, in its sole discretion, to disqualify and/or deem ineligible any individual it suspects to be in violation of, or to have failed to agree to, these Official Rules, any of the previously mentioned Privacy Policy, Terms of Use, or to be acting in a disruptive or dishonest manner; and (iii) Sponsor reserves the right to cancel or modify the Sweepstakes for any reason including but not limited to if fraud or any other factor impairs the integrity of the Sweepstakes as determined by Sponsor, in its sole discretion. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if the integrity of the Sweepstakes is otherwise compromised, Sponsor reserves the right, in its sole discretion, to void any submissions at issue (including disqualifying any individual who

tampers with the submission process), and to cancel, terminate, modify or suspend the Sweepstakes, in whole or in part, at any time without notice. In the event of such cancellation, Sponsor reserves the right to award the Prizes in a random drawing from all eligible submissions received that month before the time of cancellation. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes. You agree that submission of an entry in the Sweepstakes constitutes agreement to these Official Rules. These official rules form a binding legal agreement between you and the Sponsor with respect to the Sweepstakes.

## **DISCLAIMER**

Sponsor and any agents acting for or on its behalf are not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof, or the incorrect or inaccurate capture of entry information or the failure to capture any such information. Sponsor is not responsible for any change in entrants' e-mail addresses or mailing addresses. Further, Sponsor is also not responsible for any injury or damage to participants or any other person's computer related to or resulting from participating or downloading any materials in the Sweepstakes or for any electronic mail that is late, lost, misdirected, damaged, incomplete, or illegible. If the Sweepstakes becomes technically corrupted or compromised due to any of the foregoing factors or non-authorized human intervention, Sponsor reserves the right, in its sole discretion, to terminate the Sweepstakes in its entirety or to select potential Winners from all eligible submissions received during that Sweepstakes period prior to termination. Notwithstanding anything to the contrary contained herein, Sponsor reserves the right to cancel, terminate or modify any promotion not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort.

### LIMITATION OF LIABILITY/GOVERNING LAW

IN NO EVENT SHALL SPONSOR OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") BE RESPONSIBLE FOR ANY CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING, ATTORNEYS' FEES) OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE, PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITIES OR ACCESS TO AND USE OF ANY INTERNET SITE, AND PARTICIPANT AGREES TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE RELEASEES FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF ANY PRIZE. WITHOUT LIMITING

THE FOREGOING, THE SWEEPSTAKES AND THE PRIZE ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY ((EXCEPT FOR MANUFACTURERS' WARRANTIES, IF ANY) OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. This Sweepstakes will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law or conflict of laws rules or provisions. Except where prohibited by law, as a condition of participating in the Sweepstakes, participants agree that (a) any and all disputes and causes of action arising out of or connected with the Sweepstakes shall be resolved without any form of class action, (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event will attorneys' fees be awarded or recoverable; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively "Special Damages"), and (4) participants hereby waive all right to claim Special Damages and all rights to have such damages multiplied or increased. Information collected from participants is subject to the Sponsor's Privacy Policy which can be found at www.fortisfaucets.com/privacy-policy. However, by entering you elect to receive occasional updates, special offers and other information from Sponsor and its affiliated and associated companies about their products and services and agree your email address may be shared with those companies. On any notice you receive, you will have the opportunity to choose not to receive any subsequent notices. Canadian entrants understand that their personal information will be retained by the Sponsor in the United States and that the United States governments, courts or law enforcement or regulatory agencies will be able to obtain disclosure of this information through the laws of the United States.

## WINNERS' LIST

For a copy of the Winners' list or a copy of these Official Rules, (please specify) send a self-addressed, stamped envelope to: Brand Marketing Team \$250 Email Sweepstakes, 19701 DaVinci, Lake Forest, CA 92610. All requests must be received by October 31<sup>st</sup>.., 2020.

# CHOICE OF LAW AND FORUM:

Participant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Wisconsin, without giving effect to any of its conflict of laws provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in Madison, Wisconsin.

### **ENTIRE AGREEMENT**

The Sponsor is Spectrum Brands, Inc. Facebook, Twitter and Instagram are not sponsors, administrators or endorsers of this Sweepstakes. These terms set forth the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.