

## **TOP PFIT™ INSTALLATION CONTEST OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THE TOP PFIT™ CONTEST (“CONTEST”). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. CONTEST DESCRIPTION:** Contest will commence on 12:01 A.M. Pacific Daylight Time (PDT) on April 1, 2021 and end at 11:59:59 P.M. PDT on April 30, 2021 (“**Promotion Period**”). The Sponsor is the Pfister division of Spectrum Brands, Inc., 3001 Deming Way, Middleton, WI 53562 (“**Sponsor**”). These Official Rules set forth the entire agreement between the Sponsor and the Participant (defined below) relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written. 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. Sponsor is the official timekeeper. Pursuant to these Official Rules, eligible Participants (defined below) will submit a Video taken of themselves installing a kitchen sink and trying to do so in less than 57 seconds. Pursuant to the terms of these Official Rules, the 5 eligible Participants who submit Videos with the fastest install times under 100 seconds will receive prizes.
- 2. ELIGIBILITY:**  
This Contest is open only to U.S. including District of Columbia residents (excluding Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and where prohibited by law) and Canadian residents (except resident of the Province of Quebec) who are physically located in the U.S. including D.C. or Canada and are the age of majority or older in their state or province at the time of entry. Employees (and their immediate families or those living in the same household) of Sponsor and their respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers, judges and advertising and promotional agencies are not eligible to enter or win. The term “immediate family member” includes spouses, grandparents, parents, siblings, children and grandchildren. If you do not meet all of the eligibility requirements in these Official Rules, you are not eligible to win a Prize [defined below].
- 3. HOW TO ENTER:**  
To enter the Contest and become an eligible participant (“**Participant**”), Participant must post a video of themselves installing a kitchen faucet in less than 100 seconds (“**Video**”) to <https://www.pfisterfaucets.com/topffit-contest> with hashtags #AD and #Top Pfit™Contest.

Multiple Video entries are not allowed. Sponsor is not responsible for lost, late, incomplete, garbled, illegible or misdirected entries, or for any error, human, technical or otherwise, which occurs or may occur in the posting or uploading of Videos.

In the event of a dispute as to the identity of a Participant, entries will be deemed submitted by the authorized account holder of the e-mail account from which it was posted. The authorized account holder shall be the natural person to whom the applicable e-mail address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses and accounts for the domain associated with the e-mail address. 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.

Participant agrees that posting a Video as described above constitutes agreement to these Official Rules. Your Video is not eligible to be considered as a winning Video unless you agree to the Official Rules. These Official Rules form a binding legal agreement between Participant and the Sponsor with respect to the Contest.

Participants grant Sponsor all rights, title and interest, in their Video, the exclusive right to edit, illustrate, abridge, modify, publish and use the Video or any part of it during the Contest and thereafter in perpetuity, for any and all purposes (including but not limited to use as testimonials or as quotes) in any media whether

currently in existence or hereafter invented (including but not limited to print (including packaging and labeling) and digital media without compensation.

**4. VIDEO REQUIREMENTS AND TERMS OF USE:**

All Videos must be your original creation and you must own all rights, title and interest in all aspects of the Video. The Videos must be MP.4 files. By submitting a Video, you represent and warrant that the Video submitted: (a) has not been copied in whole or in part from any other work; (b) does not violate or infringe any copyright, trademark, privacy, publicity or other proprietary right of any person or entity; (c) is your sole and exclusive property (if the Video was taken by some other person, you warrant and represent that you have obtained all rights and permission from the person who took the Video so that you own all rights, title and interest in all aspects of the Video); and (d) does not contain objectionable material.

By submitting a Video, you further represent and warrant that you have all necessary rights to grant Sponsor all publication and use rights. By submitting a Video which includes another person or persons you acknowledge and confirm you have their permission and consent. As determined by Sponsor in its sole discretion, Videos that include material unfit for publication, objectionable material, material that defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any third party's personal or proprietary rights will be disqualified. Participants accept responsibility to blur all corporate logos (except Pfister's), (i.e., on clothing, background, etc.), obscenities and/or other graphics which may be deemed offensive. Videos which are otherwise in violation of these Official Rules, as determined by Sponsor at its sole discretion will not be accepted. Sponsor's rejection of Videos or its request for removal from publication shall not require any explanation from Sponsor. Once submitted, Videos cannot be removed by Participants unless so requested by Sponsor.

Sponsor reserves the right to moderate and may remove or request removal of Videos or tags found to be in violation of any of the Official Rules or Privacy Policy found at <https://spectrumbrands.com/privacy-policy.html> and those Videos viewers find objectionable.

Submission of a Video constitutes permission for Sponsor to use each Participant's name, photo, hometown, likeness, image, address (i.e., city and state) and biographical information for purposes of advertising, online posting, promotion and publicity in any and all media now or hereafter known throughout the world in perpetuity without additional compensation or consideration, unless prohibited by law. Except where prohibited by law, each Participant grants to Sponsor and its advertising agencies the right to use and publish each Participant's photograph, proper name, likeness, opinion, biographical information and state in any media to promote Sponsor and the Contest without additional consideration or compensation.

By submitting a Video, Participants grant Sponsor the right, but not the obligation: (i) to publish any and all Videos on its respective websites (and any other present or future media, including, without limitation electronic databases, print and in-store promotional materials), or other websites owned, operated by or affiliated with Sponsor without further compensation; and (ii) to modify, edit, adapt, and electronically alter Videos without compensation or further notice to you.

Although Sponsor is granted the rights herein, Sponsor is not obligated to, nor does Sponsor represent or warrant that any Videos submitted will be published on any website or otherwise, or that such publication will be free of technical errors, problems or compatibility issues and Sponsor shall have no liability related thereto. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, illegible, or unintelligible for any reason, including, but not limited to, phone, computer or network malfunction or congestion, are void and will not be accepted.

**5. DESCRIPTION OF PRIZES**

Five prizes will, subject to the terms of these Official Rules, be awarded as follows in the form of prepaid American Express Gift Cards: \$2000 first prize to the eligible Participant who submitted the fastest install time under 100 seconds; \$1500 to the eligible Participant who submitted the second fastest time under 100 seconds and \$500 to the eligible Participants who submitted the third, fourth and fifth fastest install times

under 100 seconds. No transfer, assignment, substitution, or cash equivalent for any Prize is permitted, except by Sponsor in its sole discretion. In no event will more than 5 prizes be awarded.

**6. HOW THE WINNERS ARE CHOSEN:**

On or before May 31, 2021, Sponsor will select and notify the Prize winners based on the following criteria Participants need to use in their Videos:

**Participants may install any brand of kitchen sink.**

· **Tools that are permitted: standard cordless power drill (no corded or air tools), crescent wrenches (adjustable or fixed), adjustable wrench, screwdriver, goggles (recommended), TopPfit™ key (optional if using our Ladera faucet).**

· **Set-Up: place all parts out of the box on the countertop. Hose weight and crescent wrench can be placed under the sink.**

· **Deckplate: This can't be placed in the final position over the hole if one is used.**

**Supply lines can't be fed into the countertop hole before timed installation starts.**

· **Filming: only uncut, unedited footage that shows the entire installation is accepted. Have someone film the action and follow you from the top-of-the-counter installation to the below-the-counter hook-up.**

**Lighting: make sure both the countertop segment and especially the below-the-counter segment is very well lit.**

· **Filming angle: your hands need to be visible at all times throughout the video. Your body should not cover up the working area, when possible.**

· **If you are using a TopPfit™ faucet or similar: the starting position of the bracket has to be all the way at the bottom/far end of the shank.**

· **Tightening of the supply line nuts to angle stops: hand-tighten, plus ½ revolution with an adjustable wrench or crescent wrench.**

**Timer: the clock starts when you pick up the first tool and stops when you put down the last used tool. Make sure a timer is shown throughout the Video.**

The decisions of the judge(s) (employee(s) of Sponsor) shall be final in all matters relating to the Contest. Sponsor will contact the winners through their email addresses within 72 hours after selection (“**Notice**”). Neglecting to respond to the Notice within forty-eight (48) hours shall result in disqualification. In case of disqualification, other winners will be selected. The winners are subject to verification. The winners agree to give Sponsor their full names, mailing addresses and email addresses in response to the Notices. If the winner of the first or second place prize is from the US, they will be required to execute and return an *Affidavit of Eligibility, Release of Liability, and Publicity Release* (where permitted by law) and an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification which includes the winner's social security number or federal tax ID number). A 1099 Tax Form and such other documents as may be required by law will be issued to such US first or second place winner(s). Failure to complete and return all required documents in the time period set by Sponsor may result in a winner's disqualification and an alternate winner selected.

Sponsor is not responsible for any change in Participants' mailing addresses, e-mail addresses, Instagram or Twitter accounts. Sponsor may post the winners' first names and last initials on Facebook, Twitter, Instagram or Sponsor's websites. If any winner is found to be ineligible or declines acceptance of a Prize for any reason, an alternate Prize winner will be selected. Liability for any applicable expenses, fees or charges not expressly included in the Prize will be the sole responsibility of the winners.

**7. GENERAL CONDITIONS OF PARTICIPATION:**

By entering the Contest, each Participant affirms that they have read and agree to abide by these Official Rules and the decisions of the judges, which are final. Participant confirms they voluntarily entered the Giveaway and voluntarily give Sponsor their e-mail address and if Participant is selected as a winner Participant will give Sponsor their physical address to receive the Prize.

By entering this Giveaway, each Canadian Participant acknowledges and agrees that: (a) they voluntarily entered this Giveaway and (b) they will voluntarily give Sponsor their email address and if a winner, their mailing address and (c) they have 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.

By accepting a Prize, each winner agrees to accept these Official Rules and the decisions of the judges, which are final. Sponsor reserves the right to disqualify any Participant or winner acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Contest. ANY ATTEMPT BY A PARTICIPANT OR A WINNER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSOR OR THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PARTICIPANT OR SUCH WINNER TO THE FULLEST EXTENT PERMITTED BY LAW.

**8. RELEASED PARTIES:**

Sponsor, Twitter, Instagram, Facebook and American express and their affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents and the panel of judges (collectively, "Released Parties") are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof. Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Contest and/or the Official Rules at any time without notification for any reason including but not limited to circumstances beyond Sponsor's control, including but not limited to computer viruses, bugs, worms, tampering, unauthorized intervention, fraud or other technical problems, security, or other problems, events or activities. Sponsor is not responsible for any technical errors associated with the Contest or for any changes in Participants' or winners' e-mail addresses or mailing addresses. In the event the Contest, or any part thereof, is terminated early, Sponsor, may in its sole discretion, place a notice on the website and select Prize winners, from all eligible, non-suspect entries received up to the time of termination. In no event will more than 5 prizes be awarded. Sponsor also reserves the right not to award any Prize in the event it receives an insufficient number of eligible entries, as determined by Sponsor in its sole discretion. Judges' decisions in connection with all matters concerning the Contest shall be final and binding. If the Prizes are not claimed in accordance with these Official Rules, they may not be awarded.

**9. LIMITATION OF LIABILITY & GOVERNING LAW**

IN NO EVENT SHALL THE RELEASED PARTIES 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 PARTICIPATION IN THE CONTEST, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF A PRIZE, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ACCESS TO AND USE OF ANY INTERNET SITE, AND PARTICIPANT AGREES TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES 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 PARTICIPATION IN THE CONTEST, OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF A PRIZE. WITHOUT LIMITING THE FOREGOING, THE CONTEST AND THE PRIZES 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 Contest will be governed by and construed in accordance with the laws of the state of Wisconsin, 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 Contest, Participants agree that (a) any and all disputes and causes of action arising out of or connected with the Contest 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 (c) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively "Special Damages"), and (d) 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 <http://www.spectrumbrands.com/Privacy>. 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 e-mail 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. Twitter, Facebook, Instagram and American Express are not sponsors or endorsers of this Contest.

10. **WINNERS:** For the first names and last initials of the Official Winners or a copy of these Official Rules, (please specify) send a self-addressed, stamped envelope to: Top Pfit™ Contest, 19701 Davinci, Foothill Ranch, CA 92610 or email requests to [Danyel.Tiefenbacher@spectrumbrands.com](mailto:Danyel.Tiefenbacher@spectrumbrands.com). All requests must be received by June 30, 2021.
11. **Entire Agreement:** These terms set forth the entire agreement between the parties relating to the matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written.

**THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**