

## **FAQ, OFFICIAL RULES AND PRIZING**

QUIKRETE® “WalkMaker Website” Promotion being facilitated by The QUIKRETE® Companies will award one QUIKRETE® WalkMaker each day during April 2019 beginning on the 1<sup>st</sup> to one randomly selected person who signs up to receive QUIKRETE® information via email.

### **QUIKRETE® “WalkMaker Website” Promotion FAQ**

Who is eligible to enter?

- The Promotion is open to legal residents or visitors with legal temporary residence in the United States, Canada, and Puerto Rico who are 18 years of age or older at the time the Promotion begins. Employees of The QUIKRETE® Companies and its subsidiaries, their respective parent companies, affiliates, subsidiaries, advertising, Promotion, fulfillment and marketing agencies their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. Anyone already receiving QUIKRETE® information via email is not eligible to enter the Promotion.

What can I win?

- The QUIKRETE® Companies will randomly award to one winner each day during April 2019 (beginning on April 8, 2019) a QUIKRETE® WalkMaker who signs up to receive QUIKRETE® information via emails newsletter.

How do I enter and what is the deadline?

- Provide your name and email address to enter for a chance to win a QUIKRETE® WalkMaker. You can only enter the promotion one time. Anyone already receiving QUIKRETE® information via email is not eligible to enter the promotion.

How do I know if I am entered?

- You're automatically entered once you've provided your name and email address.

How are the winners determined?

- Each Monday at 11:00:00 a.m. EST during April 2019 starting on April 8, QUIKRETE® will randomly select one person from each of the previous seven days (beginning with April 1) that entered the promotion. The promotion concludes on Tuesday, April 30 with the final winner being selected on Wednesday, May 1 at 11:00:00 a.m. EST. QUIKRETE® will not award the same winner more than once.

How will winners be notified?

- QUIKRETE® will contact each of the winners via email with directions on collecting their prize.

Will the winners have any obligations to The QUIKRETE® Companies following the promotion?

- Yes. All winners agree that The QUIKRETE® Companies can publicize their involvement in the promotion through press releases, advertisements, website and social media posts, newsletters, and other internal and external marketing vehicles.

Contact [marketing@quikrete.com](mailto:marketing@quikrete.com) if you'd like to opt out of the entry and/or with any questions or concerns about the promotion.

**The QUIKRETE® Companies**  
**“WalkMaker Website” Promotion**  
**Official Rules**

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. “WalkMaker Website” Promotion (“Promotion”) begins at 12:00:01 AM Eastern Time (“ET”) on April 1, 2019 and ends at 11:59:59 PM ET on April 30, 2019 (“Promotion Period”). The computer clock of The QUIKRETE® Companies (“Sponsor”) is the official time-keeping device in the Promotion. All questions, comments or complaints regarding the Promotion should be directed to the Sponsor (defined below) at the address listed below. By entering the Promotion, you’ve opted in to receive more information from Sponsor.
2. ELIGIBILITY: The Promotion is open only to legal residents or visitors with legal temporary residence in the United States, Canada, and Puerto Rico , who are 18 years of age or older at the time the Promotion begins. Employees, officers and directors of Sponsor and its subsidiaries, their respective parent companies, affiliates, subsidiaries, advertising, Promotion, fulfillment and marketing agencies their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, participants release, discharge and hold harmless Sponsor, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
3. HOW TO PARTICIPATE IN PROMOTION: Provide your name and email address to enter the Promotion. LIMIT one (1) entry per person and per email address for the length of the Promotion Period. Any attempt by a person to use multiple email accounts to enter more than once may result in disqualification at the discretion of the Sponsor.
4. DETERMINING WINNERS: Each Monday at 11:00:00 a.m. EST during April 2019 starting on April 8th, QUIKRETE® will randomly select one person (“Prize Winner”) from each of the previous seven days that entered the promotion. The promotion concludes on Tuesday, April 30 with the final winner being selected on Wednesday, May 1 at 11:00:00 a.m. EST. QUIKRETE® will not award the same winner more than once.
5. PROMOTION PRIZES: One (1) winner will be awarded a QUIKRETE® WalkMaker (“Prize Award”) every day during the Promotion Period starting on April 8th, for a total of 24 Prize Winners.
6. WINNER NOTIFICATION: Sponsors will contact each of the winners via email with directions on collecting their prize. Each winner has 48 hours after being notified by email to contact Sponsor at [marketing@quikrete.com](mailto:marketing@quikrete.com) to claim their prize. If the winner does not claim their prize during the required time period, Sponsor will award the prize to another randomly selected Promotion entry. The Promotion winners will be sent, via email, an Affidavit of Eligibility/Release and an IRS W9 Form. All forms must be completed, signed, notarized and returned to Sponsor within three (3) days of date of issuance. The winner then and only then becomes officially the winner (“Official Winner”) and awarded their prize. If such Official Winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the Official Winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be randomly selected by Sponsors. Each Official Winner grants Sponsor the right to use and publish his/her proper name and state of residence online in connection with the Promotion. Acceptance of a prize constitutes permission for Sponsor to take photographs and/or video of the Prize Winner, and use Prize Winner's name and likeness for any and all advertising and promotional purposes as Sponsor so determines without notice or further compensation, except where prohibited

by law. All decisions of the judges and Sponsor shall be binding and final. The Sponsor does not assume any responsibility for any disruption in the Promotion caused by circumstance or other unforeseen events outside of the control of the Sponsor. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

7. **PRIZE AWARDING:** No prize substitution, transfer or assignment of prize (or portion thereof) permitted, except by Sponsor in its sole discretion, or as otherwise provided herein. Sponsor reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Any portion of a prize not accepted by a Prize Winner will be forfeited. All prize details are at Sponsor's sole discretion. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose.
8. **MISCELLANEOUS:** Sponsor is not responsible for any problems or technical, hardware, or software malfunctions of any phone network, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or Entry to be received by the Sponsor due to technical problems, human error or traffic congestion, unavailable network connections on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules. In the event of a dispute regarding the identity of any potential winner, the potential winner will be deemed to be the authorized by their Facebook account. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled or corrupted are void and will not be accepted. Except as noted in these rules, information collected from entrant is used only for the purpose of the prize drawing and to notify winners, and will not be re-used, sold or shared in any manner by Sponsor or any third parties. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern. By entering the Promotion, you agree to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at: <http://www.quikrete.com/ContactUs/Privacy.asp>.
9. **DISQUALIFICATION:** Entrants or Participants found tampering with or abusing any aspect of this Promotion, as solely determined by Sponsor, will be disqualified. If disqualified for any of the above abuses, Sponsor reserves the right to terminate entrant's eligibility to participate in the Promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right, but not the obligation, to award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment.
10. **LIABILITY & RELEASE:** By participating in the Promotion, Entrants and Participants agree to release and hold harmless the Sponsor, and the respective officers, directors and employees of each, from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Promotion or the processing of Entries; or (f) injury or damage to persons or property which may

be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize. Entrant further agrees that in any cause of action, the Sponsor's liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Sponsor be liable for attorney's fees. Entrants and Participants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Sponsor reserves the right to correct typographic, clerical or printing errors in any Promotion materials. Sponsor is not responsible for any typographical or other error in the printing of this Promotion, the administration of the Promotion or in the announcement of prize winners, including such error as may give an erroneous indication that a prize has been won. In the event the Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of the Promotion is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event) the Sponsor shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Promotion without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate, cancel or terminate the Promotion as a result of a Force Majeure event, the Sponsor reserves the right, but shall have no obligation, to award the prize from among all valid and eligible Entries received up to the time of such Force Majeure event.

11. TAX INFORMATION: All applicable federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner.
12. DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Georgia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's and Participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

SPONSOR: The QUIKRETE® Companies, Four Concourse Parkway, Suite 1900, Atlanta, GA 30328