

2023 TUFF SHED SR-600 SWEEPSTAKES OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, EXCLUDING RESIDENTS OF THE FOLLOWING STATES: ALASKA, HAWAII, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS. MUST BE 18 YEARS OLD AS OF TIME OF ENTRY.

NO PURCHASE NECESSARY

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

1. THE SWEEPSTAKES: Tuff Shed Inc. ("Sponsor") is sponsoring the 2023 TUFF SHED SR-600 Sweepstakes ("Sweepstakes"). The Sweepstakes consists of three (3) periods ("Promotion Periods"). The Sweepstakes begins on 2/15/23 and ends 11/30/23. The specific dates for each Promotion Period and the Grand Prize Sweepstakes are as stated in Rule 3 below.

2. HOW TO ENTER: Enter by filling out an online registration form on Tuff Shed's website accessible by scanning QR code on Promotion Signage during participating 2023 weekend events at Home Depot stores where TUFF SHED has an on-site representative. **LIMIT ONE ENTRY PER HOUSEHOLD.** Automated entries, mass-produced entries, and mass-submitted entries are not permitted and will be disqualified. Sponsor shall determine, in its sole discretion, whether an entry is a mass-produced and/or mass-submitted and all such entries shall be disqualified without further notice.

No other methods of entry are permitted or accepted. All entries become the property of the Sponsor and will not be returned or acknowledged. All winners must meet the eligibility requirements set forth in these rules in order to qualify as a finalist and to win the prize. Sponsor is not responsible for lost, late, misdirected, incomplete or illegible entries. Only ONE ENTRY per household. Duplicate entries will be removed from the eligible entries prior to finalist selection.

Promotion Period	Start Date	End Date	Random Drawing Date
Period #1	2/15/23	5/31/23	6/1/23
Period #2	6/1/23	8/31/23	9/1/23
Period #3	9/1/23	11/30/23	12/1/23

3. IMPORTANT DATES FOR PARTICIPATING IN THE SWEEPSTAKES: Promotion consists of three (3) Promotion Periods starting and ending at the times and dates as described in the table above. Entries from one Promotion Period will not be carried forward to a subsequent Promotion Period. Entry is via official registration form online accessible by scanning QR code on Promotion Signage during participating 2023 weekend events at Home Depot stores where TUFF SHED has an on-site representative.

4. RANDOM DRAWINGS & ODDS OF WINNING: On or about the dates listed in the table above, Sponsor will select the name of the winner ("Winner") in a random drawing from among all eligible entries received for that respective Promotion Period, and s/he will be notified by phone, e-mail or postal mail on or about the date listed in the table. Sponsor's decisions shall be final in all matters pertaining to this Sweepstakes. Odds of winning depend on the number of eligible entries received.

5. PRIZES AND CONSUMER DISCLOSURE: Details and qualifications for participation in this promotion may apply. One (1) Grand Prize will be awarded for each Promotion Period. Winners of the aforementioned Promotion Periods will receive a Grand Prize consisting of one (1) 8'x8' TUFF SHED Sundance Series® SR-600 building (including paint upgrade and one 16"x8" wall vent) with a value range of \$2,549 – \$3,238 depending on delivery area. Prize

Value is based on regular retail price, and cannot be combined with any other promotion or discount offer. The Winner may choose to purchase additional options on the building, or may select an alternate model/size, up to the maximum Prize Value in the Winner's market. Installation of some buildings may require additional costs to the customer, and Prize Value cannot be applied to cost of concrete, engineering fees or permits. If the Winner selects an alternate building or additional options, and the value of that building or options exceeds the Prize Value, the Winner can apply the prize value towards that configuration purchase price, but is responsible for the entire amount over the stated Prize Value in the Winner's market. If the Winner has already purchased a TUFF SHED product during the Promotion Period, they can receive a refund of the actual configuration purchase price of their building up to the maximum Prize Value in the Winner's market. If the actual purchase price of the configuration is less than the Prize Value in their market, the Winner will forfeit the difference in value and will not receive the difference as a cash refund. The Winner must take delivery of the Grand Prize within ninety (90) days of being confirmed as the Winner. All costs and expenses not specifically included above are each Winner's sole responsibility, including all federal, state and local taxes, etc. No Grand Prize is redeemable for cash; nor is it transferable or substitutable except that Sponsor may, at its sole discretion, substitute a Prize or any component thereof with one of equal or greater value. Winners of the Grand Prize will each be required to sign and return within seven (7) days of notification or attempted notification of being a potential Winner, an Affidavit of Eligibility/Compliance or an alternate potential Winner(s) will be selected. Limit: A Winner in one Promotion Period is not eligible to win in any other Promotion Period during this Sweepstakes, nor is his/her spouse, parent, child or any individual who resides in a Winner's household.

6. ELIGIBILITY: The Sweepstakes is open only to persons who are **LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, EXCLUDING RESIDENTS THE FOLLOWING STATES: ALASKA, HAWAII, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS. MUST BE 18 YEARS OLD AS OF TIME OF ENTRY.**

Furthermore, the following persons are not eligible to participate in this Sweepstakes: (1) Employees, officers, directors, contractors, or agents of TUFF SHED, Inc., and their respective parent companies, subsidiaries, affiliates, promotion and advertising agencies, advertising partners, and anyone involved in the Sweepstakes' development or execution; (2) the immediate family members (meaning spouses, parents, siblings, children and their respective spouses) of such employees, officers, directors, contractors or agents; and (3) members of the households of such employees, officers, directors, contractors or agents.

7. GENERAL CONDITIONS: Sweepstakes entrants agree to be bound by the terms of these Official Rules and decisions of Sponsor which are final and binding on all matters relating to this Sweepstakes. VOID WHERE PROHIBITED.

8. LIMITATION OF LIABILITY: By entering this Sweepstakes, entrants agree to release, defend, hold harmless, and agree not to institute any claims against Sponsor, its parent company, subsidiaries, affiliates, representatives, promotion, advertising and online technology agencies, prize suppliers and all others associated with the development or execution of this Sweepstakes, and each of their respective owners, shareholders, principals, directors, officers, employees, representatives, contractors and agents (collectively the "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from, or in connection with, either directly or indirectly, participation in this Sweepstakes or any prize related activities, including but not limited to traveling to or from any prize related activity, or the awarding, acceptance, receipt, possession, use, misuse or nonuse of the Prizes or parts thereof, including, without limitation, liability for death, personal injury, property damage or loss of any kind, and from liability to any other persons relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. By participating in this Sweepstakes, each

entrant assumes all liability for any and all damages, losses or injury sustained, incurred, caused or claimed to be caused by or to the entrant or any third party as a direct or indirect result of participation in the Sweepstakes and/or the acceptance, award, receipt, use and/or misuse of the Prizes. No responsibilities are accepted for any additional expenses, omissions, delays, re- routing, or acts of any government or authority. Sponsor reserves the right to cancel or modify this Sweepstakes as it deems necessary or appropriate in its sole discretion.

9. DISCLAIMER OF WARRANTY. THE PRIZE IS AWARDED "AS IS" AND WITH SPONSOR'S STANDARD PRODUCT WARRANTY. SPONSOR HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. UNDER NO CIRCUMSTANCES SHALL SPONSOR, OR THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. By entering this Sweepstakes, participating therein and/or accepting the Prizes, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the Prizes, other than the administration of the Sweepstakes or the determination of the Prize Winner, which is in the sole and exclusive discretion of the Sponsor (and shall not be the subject of any dispute), shall be resolved with you individually, without resort to any form of class action, and exclusively by the state or federal courts located in Denver County, Colorado; and (2) any and all claims, judgments and awards against the Released Parties and in your favor shall be limited to actual out-of-pocket costs incurred by you, including costs associated with entering this Sweepstakes, but in no event shall include attorneys' fees.

The Released Parties are not responsible for the inability of any entrant to accept the Prizes for any reason, nor for any issues relating to delivery of the Prize, delays, defects, damages, permit/HOA issues or interruptions.

10. INTERNET: If for any reason this Sweepstakes is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Should this Sweepstakes be terminated the Sponsor reserves the right to select the Winner in a random drawing from among all eligible, non-suspect entries received as of the action requiring such termination. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Released Parties are not responsible for lost, late, garbled, misdirected entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, or software on account of technical problems, human error or any combination thereof. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

11. DATA COLLECTION: When participants enter the Sweepstakes, Sponsor will collect personal information about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.888tuffshed.com/privacy-policy/> for information about how your personal information may be used. By participating in the Sweepstakes you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read, understood and accepted Sponsor's privacy policy.

12. IDENTITY OF PRIZE WINNERS: For the identity of the Prize Winners, visit <https://www.888tuffshed.com/special-offers/>

13. MISCELLANEOUS: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations you and/or Released Parties have in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Colorado, applicable to agreements made and wholly performed in the State of Colorado and without regard to its conflict of laws principles. If any provisions of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. SPONSOR: This Sweepstakes is sponsored by TUFF SHED, Inc., 1777 South Harrison Street, Suite 600, Denver, Colorado 80210.

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