

**VOID IN QUEBEC, OUTSIDE THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA, AND WHEREVER PROHIBITED. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.**

## **Therma-Tru Doors**

### **2014 ‘Education Center’ Sweepstakes**

#### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The Therma-Tru Doors 2014 ‘Education Center’ Sweepstakes (the “Sweepstakes”) is open only to individuals who are employees, managers or owners of fabricators, distributors or dealers of Therma-Tru entry doors, and employees, managers or owners of builders, remodelers or contractors that purchase or install Therma-Tru entry doors at time of entry, and are legal residents of the 50 United States, including the District of Columbia, or Canada (excluding Quebec). You must be eighteen (18) years or older at the time of entry (19 years or older in AL or NE). Officers, directors, and employees of the Sponsor (as defined below), members of the immediate family (spouse, parents, siblings, and children, and their respective spouses, regardless of where they live) and household members (whether or not related thereto) of each such persons, as well as officers, directors and employees of Sponsor’s parent, affiliate and subsidiary companies and its advertising and promotional agencies, including Zig.marketing, LLC (the “Administrator”) are not eligible. The Sweepstakes is subject to all federal, state, provincial, municipal and local laws and regulations and is void in Quebec, outside the 50 United States, the District of Columbia and Canada, and wherever prohibited by law.

**2. Sponsor:** The Sweepstakes is sponsored by Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio, 43537, (the “Sponsor”).

**3. Agreement to Official Rules:** Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules in a timely manner.

**4. Entry Period:** The Sweepstakes begins on April 22, 2014 at 12:00:00 am Eastern Time (“ET”) and ends on December 31, 2014 at 11:59:59 pm ET (the “Entry Period”). Entries received outside of the Entry Period will be disqualified. The computer clock of Sponsor’s webmaster is the official timekeeping device of the Sweepstakes.

**5. Online Entry:** To enter, you must go to the Education Center at [www.thermatru.com/learning](http://www.thermatru.com/learning) and complete one of the quizzes, in which you must correctly answer 8 out of 10 questions. You must enter by completing the entry form and clicking the submit button. Limit one (1) entry per day, per person or email address, per quiz. Multiple online entries received in any given day for the same quiz will be void and will not be eligible.

Each online entry form must be complete and include name, mailing address and e-mail address for entry to be valid. Entries that are incomplete or that contain errors will be automatically disqualified. 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 proof of receipt by

Sponsor. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The “authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

*Single Quizzes:* For purposes of the “Single Quiz” prizes, participants who correctly answer 8 out of 10 questions for any of the three quizzes (Systems, Classic-Craft and Glass) will receive one entry for the Single Quiz prizes. A participant can take all three quizzes each day of the Entry Period and will receive one (1) entry for each quiz for which 8 out of 10 questions are correctly answered.

*Multiple Quiz:* For purposes of the “Multiple Quiz” prizes, participants who, on any given day, take all three quizzes and correctly answer 8 out of 10 questions for each of the three quizzes (Systems, Classic-Craft and Glass) will receive one (1) entry for the Multiple Quiz prizes. Limit of one (1) Multiple Quiz entry per day. **6. Drawings/Odds of Winning:** MONTHLY SINGLE QUIZ WINNERS: Three (3) winners, per quiz, will be drawn on the first day of each month, starting May 1, 2014, for the duration of the Sweepstakes by Administrator, at random, from among all online entries received up until 11:59:59 pm ET on the preceding day. Drawing dates will be: May 1, June 1, July 1, August 1, September 1, October 1, November 1, December 1, 2014 and January 1, 2015. Odds of winning depend on the number of eligible entries received throughout the applicable Entry Period, up until 11:59:59 pm ET on the day preceding the date of the draw. Non-winning entries will be carried forward for subsequent monthly drawings. Sponsor will attempt to notify the potential winner by e-mail within 24 hours after the applicable drawing. Potential winner must provide street address within five (5) days of being contacted by Sponsor in order for Sponsor to send prize. If a potential winner cannot be contacted within five (5) days after the first attempt to make contact, or potential winner does not provide street address within five (5) days of being notified, potential winner will be deemed to be ineligible and disqualified. In such event, Sponsor may select an alternate potential winner at random from all eligible entries received.

MONTHLY MULTIPLE QUIZ WINNERS: One (1) winner, who completes all three quizzes and meets the entry criteria, will be drawn on the first day of each month, starting May 1, 2014, for the duration of the Sweepstakes by Administrator, at random, from among all online entries received up until 11:59:59 pm ET on the preceding day.. Drawing dates will be: May 1, June 1, July 1, August 1, September 1, October 1, November 1, December 1, 2014 and January 1, 2015. Odds of winning depend on the number of eligible entries received throughout the applicable Entry Period, up until 11:59:59 pm ET on the day preceding the date of the draw.. Non-winning entries will be carried forward for subsequent monthly drawings. Sponsor will attempt to notify the potential winner by e-mail within 24 hours after the applicable drawing. Potential winner must provide street address within five (5) days of being contacted by Sponsor in order for Sponsor to send prize. If a potential winner cannot be contacted within five (5) days after the first attempt to make contact, or potential winner does not provide street address within five (5) days of being notified, potential winner will be deemed to be ineligible and disqualified. In such event, Sponsor may select an alternate potential winner at random from all eligible entries received.

**7. Requirements of the Potential Winners:** Except where prohibited, the potential winners once contacted may be required to complete and return an affidavit of eligibility and liability/publicity release (Canadian potential winners will be required to complete and return an Eligibility and Liability/Publicity release) (the “Affidavit/Release”), within five (5) days of being notified. Canadian potential winners will also be required to correctly answer, without mechanical or other assistance, a mathematical skill-testing question posed via telephone by Sponsor or Administrator at a pre-arranged, mutually convenient time, as a prerequisite of being declared a winner. If a potential winner fails to sign and return the Affidavit/Release or fails to correctly answer the skill-testing question within the required time period, such potential winner will be deemed to be ineligible and disqualified. In such event, Sponsor may select an alternate potential winner. Sponsor’s decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes.

**8. Prizes: EIGHTY ONE (81) SINGLE QUIZ MONTHLY WINNERS:** The Single Quiz monthly prize winners will receive one (1) \$25 USD gift card to be redeemed at one (1) of these retailers: amazon.com,

Apple® iTunes, Best Buy, or a retail location of Sponsor's choice. The Sponsor reserves the right to award a gift card to any one of these retailers at Sponsor's sole discretion. Gift cards subject to terms and conditions of the issuer and, possibly, expiration dates. Retail value of each gift card is \$25 USD.

The total approximate retail value of all Single Quiz monthly prizes awarded in this Sweepstakes is \$2,025 USD.

**NINE (9) MULTIPLE QUIZ MONTHLY WINNERS:** Every Multiple Quiz monthly prize winner will receive one (1) \$100 USD gift card to be redeemed at one (1) of these retailers: amazon.com, Apple® iTunes, Best Buy, or a retail location of Sponsor's choice. The Sponsor reserves the right to award a gift card to any one of these retailers at Sponsor's sole discretion. Gift cards subject to terms and conditions and, possibly, expiration dates. Retail value of each gift card is \$100 USD.

The total approximate retail value of all Multiple Quiz monthly prizes awarded in this Sweepstakes is \$900 USD.

The total approximate retail value of all prizes awarded throughout this Sweepstakes is \$2,925 USD. Any difference between the stated ARV and the actual value of prize will not be awarded in any form. Any applicable federal, state, provincial, municipal or local taxes are solely the responsibility of each winner. If a prize winner resides in the 50 United States or D.C., he/she may be issued an IRS Form 1099 for the value of the prize. No prize substitutions, cash substitutions, or transfers permitted, except in Sponsor's sole discretion; prizes may not be assigned prior to being awarded to winners. Sponsor reserves the right to substitute a prize with another prize of equal or greater value if advertised prize is not available.

An entrant may only win one (1) Single Quiz monthly prize for each quiz throughout this Sweepstakes (a maximum of three (3), one for each quiz); however, each Single Quiz prize winner will remain eligible to win one (1) Multiple Quiz monthly prize. An entrant may only win one (1) Multiple Quiz monthly prize throughout this Sweepstakes. All prizes will be awarded provided they are claimed property in accordance with these Official Rules.

Winning is contingent upon fulfilling all requirements of these Official Rules.

**9. Personal Information:** Sponsor reserves right to collect personal data when you participate in this Sweepstakes; entering the Sweepstakes constitutes your permission for Sponsor and its affiliated companies to potentially collect and maintain the data in the United States. The data is collected to maintain a record of those who have entered the Sweepstakes, to contact potential winners, and for marketing purposes in accordance with the Sponsor's privacy policy. A list of winners' names may be provided if requested pursuant to these Official Rules. All personal information collected from entrants in connection with participation in this Sweepstakes will be used only as provided in Sponsor's Privacy Policy, available at <http://www.thermatru.com/privacy>.

**10. Entry Errors/Tampering:** Sponsor reserves the right to void all entries made through any third-party website or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a website/service or entry method, as applicable. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, postage-due or misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries; (iii) destruction of or unauthorized access to, or alteration of, entries; (iv) failed or unavailable hardware, network, software, or telephone transmissions; (v) damage to entrant's or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (vii) any entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate entry information whether caused by entrants or by

any of the equipment or programming associated with or utilized in the Sweepstakes; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prize(s) or prize winner(s); (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any participant.

All incomplete, illegible or non-conforming entries will be disqualified. All entries become Sponsor's property and will not be returned.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winner(s) from among all eligible non-suspect entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**11. Limitations on Liability:** By entering, each entrant agrees to abide by the terms of these Official Rules and by the decisions of the Sponsor, and agrees to indemnify, release, defend and hold harmless the Sponsor, Administrator, their respective parent company, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the "Released Parties"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities (if applicable).

Furthermore, each winner, by accepting a prize, acknowledges that Sponsor and Administrator have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

**12. Consent to Publicity:** By accepting a prize, each winner further consents to Sponsor's use of his/her name, voice, statements and/or likeness for advertising, promotion, public relations or trade purposes in commerce and in any media worldwide without limitation or additional compensation or notice, unless prohibited by law.

**13. Disputes/Venue/Governing Law:** By participating, entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of Ohio; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim,

punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Ohio.

**14. Sweepstakes Results:** For Single Quiz and Multiple Quiz monthly prize winners' names, available after January 1, 2015, send a separate, self-addressed, stamped envelope to Zig.marketing, LLC, Therma-Tru 2014 'Education Center' Sweepstakes c/o Mike Smith, 4401 Rockside Road Suite 214, Independence, Ohio 44131. Requests must be received by January 31, 2015.

*[Legal Notice](#). [Privacy Policy](#). Please see the Therma-Tru legal notice and privacy policy for more information.*