

SHURTECH BRANDS, LLC

2018 “DUCK TAPE® FESTIVAL FASHION SHOW EXTRAVAGANZA” CONTEST OFFICIAL RULES

These official rules (the “Official Rules” or “Rules”) govern the ShurTech Brands, LLC 2018 “DUCK TAPE® FESTIVAL FASHION SHOW EXTRAVAGANZA” contest (the “Fashion Show”). The act of entering the Fashion Show constitutes acceptance of the Rules as contained herein and of the decisions of ShurTech Brands, LLC, which are final and binding in all respects. A copy of these Official Rules may also be found at www.ducktapefestival.com. VOID WHERE PROHIBITED.

1. Sponsors. Sponsored by Cedar Point Amusement Park, One Cedar Point Drive, Sandusky, Ohio, 44870-5259 and ShurTech Brands, LLC, 32150 Just Imagine Drive, Avon, Ohio 44011-1355 (“Sponsors”).

2. Eligibility. The Fashion Show is open to any participant who meets the following requirements at the time of entry (an “Eligible Participant”): (i) legal resident of (and is physically located or resides in) the United States or District of Columbia, Puerto Rico and all U.S. territories and possessions, or is a legal resident of (and is physically located or resides in) Canada (excluding the Province of Quebec); and is (ii) 8 years of age or older. Anyone who was designated as a Finalist in a previous Duck® Brand Duct Tape Stuck At Prom® Scholarship Contest is not eligible to participate in this Fashion Show. The following persons are ineligible to enter: Employees, directors and officers (and their immediate families including spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), of Sponsors, their affiliates, subsidiaries, divisions, advertising and promotion agencies, and all others associated with the design, execution, production, development, and promotion of this Fashion Show. Any content generated from Sponsors’ paid partners, sponsored blogs and/or sponsored social media posts is not eligible.

3. Timing and Location. The Fashion Show will commence at 1:30 PM Eastern Daylight Time (“ET”) on June 16, 2018 at the 15th Annual Avon Heritage Duck Tape® Festival (the “Festival”) held at Veterans Memorial Park, 3701 Detroit Road, Avon, Ohio 44011 (“Festival Grounds”).

4. How to Enter. There are two (2) ways to enter:

1. Eligible Participants (the “Entrant”) may go to ducktapefestival.com, print, complete and sign the Certification of Eligibility and Consent Form (“Entry Form”). Email the completed Entry Form to duckregistration@shurtech.com, OR fax it to 440-937-7077, OR mail it to Duck Registration, 32150 Just Imagine Drive, Avon, Ohio 44011. If you are between the ages of 8 and 17 at the time of entry, your parent or legal guardian must sign the Entry Form to permit your participation. Incomplete Entry Forms will not be considered.
2. Entrants may also register in person at the Duck Tape® Fashion Show tent located next at the Festival Grounds on Thursday, June 14, 2018 from 4:00 PM ET to 8:00 PM ET, Friday June 15, 2018 from 4:00 PM ET to 8:00 PM ET, or Saturday June 16, 2018 from 11:00 AM ET to Noon by completing an Entry Form.

Entrants must participate in the Fashion Show and be wearing a minimum of two (2) garments made entirely of duct tape (examples of garments: shirt/vest/jacket/skirt/pants/shorts) OR one (1) garment made entirely of duct tape AND one (1) accessory item made entirely of duct tape (examples of accessories: shoes/hat/scarf/hair bow/headband/purse), (collectively, participation in the Fashion Show and the garments and/or accessories are the “Entry” or “Entries”) and are required to report to the Duck Tape® tent on Saturday, June 16, 2018 by 12:30 PM ET. The Fashion Show will start at approximately 1:30 PM ET.

By participating in the Fashion Show, Entrants are providing information to ShurTech Brands, LLC, not to any website providers (“Providers”). Entrants hereby release Providers from any and all liability in connection with the Fashion Show. Entrants also acknowledge that the Fashion Show is in no way sponsored, endorsed or administered by, or associated with any Providers.

5. Judging. The total number of the Entrants will be divided into a minimum of ten (10) groups. Each of the groups of Entrants wearing their Duck Tape® garments and/or accessories will be brought up on the stage to be voted for by the audience. The audience will choose the crowd favorite of each group by the volume of applause generated by each Entry. Based on the audience applause, and as determined by Sponsors, the top applause generating Entries in each group will be declared finalists (each a “Finalist”, together the “Finalists”) and will move on to the final round of judging. In the event of a tie, the Entries involved in the tie will be reviewed a second time by audience to receive applause to serve as a tiebreaker.

Each of the Finalists from each group, wearing their Duck Tape® garments and/or accessories will be judged by an expert judge or judges (the “Judge(s)”) based on the following criteria: (i) Workmanship – 25%; (ii) Originality – 25%; (iii) Use of Color – 25%; and (iv) Complexity (25%). The Judge(s) will be selected by the Sponsors in their sole discretion. Based on the Judges’ scores, and as determined by Sponsors, a winner or winners will be selected. In the event of a tie, the Finalists involved in the tie will be reviewed by an additional Judge who will serve as a tiebreaker and who will evaluate entries according to the judging criteria listed above. The decision of Judges is final and binding on all matters related to the Contest.

Becoming a Finalist and a winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules.

6. Determination of Winners. Upon the close of the Judging, the Judge(s) and Sponsors will make a determination of Winners based on which Finalist received the highest Judge(s) score. For determining the winners, the one (1) Finalist that receives the highest Judge(s) score will be awarded the Grand Prize, the Finalist receiving the second highest Judge(s) score will be awarded the Second Place prize, the Finalist receiving the third highest Judge(s) score will be awarded the Third Place prize and the remaining seven (7) Finalists will be awarded one of the runner’s up prize each. Winning is subject to validation and verification of eligibility and compliance

with all terms and conditions set forth in the Official Rules. Winners will be notified at the conclusion of the Fashion Show and must be present to win. Odds of winning depend on the number of eligible entries received and the volume of applause received by an Entry.

7. Finalist and Winner Notification. Finalists will be notified during the course of the Fashion Show and all winners will be announced at the end of the Fashion Show. Finalists and all winners who are U.S. residents will be required to sign a federal and state tax release at the time they are awarded their prize. Failure to fully execute any or all documents will result in disqualification and a runner-up may be selected, time permitting. If winner is less than 18 years of age, or is 18 years of age or older but deemed a minor in his/her state or place of residence, the prize will be awarded in the name of a parent or legal guardian.

8. Prizes. At the conclusion of the Fashion Show, each Entrant will receive a voucher for use in the Duck Tape® Gift Shop located at the Festival on Saturday June 16, 2018 only. Approximate Retail Value (the “ARV”) of each voucher is US\$5.00.

One (1) Grand Prize Cedar Point Prize Pack for four (4) will be awarded to the Entrant of the Grand Prize winning Finalist consisting of:

A two (2) night stay for four (4) at Cedar Point Express Hotel located at 1201 Cedar Point Drive, Sandusky, Ohio 44870

Four (4) park admission tickets for Cedar Point Amusement Park, Sandusky, Ohio

Four (4) one time Fast Passes for use at Cedar Point Amusement Park

Four (4) waterpark admission tickets for Cedar Point Shores, Sandusky, Ohio

(Grand Prize ARV: US \$1,198).

One (1) Second Place Cedar Point Prize Pack for four (4) will be awarded to the Entrant of the Second Prize winning Finalist consisting of:

Four (4) park admission tickets for Cedar Point Amusement Park, Sandusky, Ohio

Four (4) waterpark admission tickets for Cedar Point Shores, Sandusky, Ohio

(Second Prize ARV: US \$448)

One (1) Third Place Cedar Point Prize Pack for four (4) will be awarded to the Entrant of the Third Prize winning Finalist consisting of:

Two (2) park admission tickets for Cedar Point Amusement Park, Sandusky, Ohio

Two (2) waterpark admission tickets for Cedar Point Shores, Sandusky, Ohio

One (1) Duck Tape® prize pack of Duck Tape® brand duct tape and/or accessories.

(Third Prize ARV: US \$374)

Seven (7) Runner’s Up Cedar Point Prize Packs for two (2) will be award to the remaining Finalists consisting of:

Two (2) park admission tickets for Cedar Point Amusement Park, Sandusky, Ohio

Two (2) waterpark admission tickets for Cedar Point Shores, Sandusky, Ohio

(Each Runner’s Up Prize ARV: US \$224 total for all Runner’s Up Prizes ARV: US \$1568)

ARV of all prizes and vouchers are reflected in U.S. Dollars. All taxes and any other costs including but not limited to, room tax parking and meals not specifically stated within these Official Rules are the sole responsibility of the winners. Prizes may not be transferred, substituted or redeemed for cash, except at the Sponsors’ sole discretion. Sponsors reserve the right to substitute a prize of equal or greater value if advertised prize is unavailable at the time the prize is awarded. All prizes claimed will be awarded. Limit one prize per person. Grand, Second and Third Place winners that are US residents must supply Sponsor with his/her social security number for tax purposes and winner will receive an IRS Form 1099 from the Sponsor for the ARV of the prizes stated above for the calendar year won.

9. General Entry Conditions. LIMIT ONE ENTRY PER PERSON. Subsequent submissions made by the same person will not be considered.

Entrants to the Fashion Show may use the Sponsors’ name, logo and product in their Entry.

Incomplete Entries or Entries not complying with these Official Rules are subject to disqualification. Sponsors are not responsible for late, lost, incomplete, illegible, damaged, or misdirected Entries. Sponsors’ decisions are final on all matters relating to this Fashion Show.

10. Content Restrictions. The Entry must be in keeping with the Sponsors’ image, and may not be offensive, nor can it defame, or invade upon the publicity rights or privacy of any person or otherwise infringe upon any person or entity’s intellectual property, personal or proprietary rights, as determined by Sponsors and the Fashion Show judges in their sole discretion. Sponsors reserve the right, at its sole discretion, to disqualify any Entry that the Sponsors feel is inappropriate, objectionable and/or inconsistent with the positive image and/or good will it wishes to promote in this contest.

All eligible participants acknowledge and agree that all Entry materials submitted in connection with this Fashion Show are submitted on a non-confidential and non-proprietary basis and may be used by Sponsors, their agents and subsidiaries, for advertising and promotion purposes. Each Entrant to the Fashion Show must either (i) be the sole and exclusive owner of all rights (including, without limitation, all intellectual property rights) in and to all content and elements incorporated into or used in the Entry; or (ii) have the express written permission to use such content and elements from the owner(s) of the rights to such content and elements. Any Entrant whose Entry includes likenesses of third parties or contains content or elements not owned by the Entrant (such as, but not limited to, use of proprietary names, trademarks, or logos) must be able to provide written legal releases (in a form that is satisfactory to Sponsors and the judges) that permit the Entrant to use and exploit such content and elements in the manner used and exploited and that permit Sponsors’ right to use and exploit the content and materials in accordance with these Official Rules (“IP Releases”) before the Entry can be eligible to be declared a Finalist or winner.

11. Grant of License. By entering the Fashion Show, Entrant grants Sponsors, their agents, subsidiaries and affiliates (the "Licensees") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights Entrant has in the Entry, in any media now known or hereafter devised (including without limitation, the internet), without any compensation. Further, by entering the Fashion Show, Entrant grants Licensees the additional license to modify, adapt, translate, create derivative works from, and distribute the Entry (with the understanding that Licensees are under no obligation to do so), or incorporate the Entry into any form, medium or technology, including the right, at each Licensee's sole discretion, to publish the Entry and to use the Entry for advertising and promotional purposes. Licensees shall not be required to designate Entrant as the creator or author of Entry that is distributed or otherwise exploited by Licensees, or include any references to Entrant on, or in connection with, any Entry that is distributed or otherwise exploited by Licensees.

By submitting an Entry, Entrant acknowledges and agrees that Sponsors may obtain many Entries in connection with this Fashion Show and/or other contests staged and/or promoted by the Sponsors, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Fashion Show and/or other contests sponsored by the Sponsors or submitted for other reasons or other materials developed by the Sponsors. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the Entrant may be similar to his/her Entry, or that any compensation is due to Entrant in connection with such Entry or other works used by Sponsors. By submitting an Entry, Entrant hereby grants permission for the Entry to be posted on ducktapefestival.com or other websites. Entrant agrees that Sponsors are not responsible for any unauthorized use of Entries by third parties. Sponsor does not guarantee the posting of any Entry.

12. Representations and Warranties. Each Eligible Participant represents and warrants that: (i) the Entry complies with these Official Rules; (ii) the Entry is original and has not previously won any award or Fashion Show; (iii) the Entry does not and will not infringe any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (iv) that the Entry is not the subject of any actual or threatened litigation or claim; (v) the Entry is not obscene, offensive, libelous, pornographic, threatening, abusive, contain illegal content, or otherwise objectionable; (vi) the Entry does not encourage a criminal offense or otherwise give rise to liability or violate any law; (vii) the Entry does not display any logos or trademarks not owned by the Entrant (except the Duck Tape® brand duct tape trademark); (viii) the Entry does not include any disparaging remarks relating to the Sponsors or any third party. Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between Entrant and Sponsor. In no way is Entrant to be construed as the agent or to be acting as the agent of Sponsors in any respect.

13. No Liability & Indemnification. ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSORS AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS. (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THIS FASHION SHOW, OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE FASHION SHOW OR ANY PRIZES AWARDED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSORS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SPONSORS' WEBSITES AND SPONSORS SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS. THE PROVISIONS REGARDING IMPLIED WARRANTIES ARE VOID IN SOME JURISDICTIONS WHERE IMPLIED WARRANTIES ARE PRESCRIBED BY LAW.

Releasees are not responsible for lost, late, illegible, damaged or stolen entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or submit an entry, vote, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsors, users or by any of the equipment or programming associated with or utilized in this Fashion Show or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Fashion Show. Entry materials that have been tampered with or altered are void. Sponsors reserve the right, in their sole discretion, to cancel or suspend part or all of this Fashion Show at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Fashion Show, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Fashion Show. In such event, Sponsors may void any entries they suspect are at issue and award prizes from among all eligible entries/votes received up to the date of cancellation.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY ONLINE SERVICE RELATED TO THIS FASHION SHOW OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE FASHION SHOW MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Sponsors' failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Sponsors reserve the right to disqualify Entrants who violate the Rules or interfere with this Fashion Show in any manner. If an Entrant is disqualified, Sponsors reserve the right to terminate that Entrant's eligibility to participate in this Fashion Show, future fashion shows and/or other events affiliated with Sponsors.

14. Additional Conditions of Participation. By entering, Entrants agree to be bound by these Official Rules including all eligibility requirements. Sponsors will collect information from the Entrant solely for the purpose of administering the contest and to notify the winners. Sponsors will not share this information with any third parties, except as necessary for the administration of the contest. Entrant agrees to receive future information and correspondence from the Sponsor (or agents of Sponsor). By entering this Contest, Canadian Entrants agree to receive email correspondence from Sponsor (or agents of Sponsor) only for the purpose of administering this Contest and for other purposes to which Canadian Entrants specifically consent. Sponsors' use of information submitted by Entrants in connection with this contest will be subject to the terms and conditions stated in these Official Rules as well as to the Privacy Policy available at www.duckbrand.com/info/privacy.aspx. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. By accepting a prize, a winner consents to the use of their name, image, likeness, photo, voice, entry submission and biographical material for advertising, publicity, and promotional purposes by Sponsor, or a party designated by the Sponsor, including but not limited to, any online announcements, without additional notice or compensation, except where prohibited by the Privacy Policy or by law. All materials submitted in connection with the contest will not be returned. Entrants agree to abide by the terms of these Official Rules and the decisions of the Sponsors, which are final, and waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the State of Ohio.

15. Disputes. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the contest, 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 the State of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

16. Request for Names of Prize Winners and Official Rules. For a list of Winners and/or a copy of these Official Rules, send a self-addressed stamped envelope to: ShurTech Brands, LLC, 32150 Just Imagine Drive, Avon, OH 44011. All requests for a copy of the Official Rules and the names of Prize Winners must be made by June 30, 2018. Residents of Canada may omit return postage. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or "Prize Winners."