

ARMSTRONG® NY Back to School Giveaway Contest

Official Rules & Regulations

1) Armstrong is the sponsor of this promotion (the "Sponsor").

2) How to Enter:

- a. Submit a stated entry ticket(s) complete with your name, phone number, and email, to an Armstrong representative, stated contest entry location, and/or at an Armstrong local store in Addison, NY.
- b. Written entries may be dropped off at any local ARMSTRONG office or mailed to: Armstrong, C/O **Back to School Giveaway Contest**, 437 North Main Street, Butler, PA 16001. Entries must include a name, address, and daytime phone number.
- c. The Sponsor assumes no responsibility for any incomplete, late or lost entries including but not limited to errors, omissions, interruptions, deletions, defects, delays in operation or transmission or communication line failure.
- d. All entries, whether eligible or ineligible, become the property of the Sponsor and will not be returned.
- e. The Sponsor will not acknowledge receipt of, or confirm eligibility, or ineligibility of any entry.

3) Eligibility:

- a. Must be a U.S. citizen, 18 years of age or older, residing in the geographical area of **New York, that is** served by Armstrong.
- b. Employees and family members of the Sponsor, its parents, affiliates, subsidiaries, and advertising and promotional agencies or legal advisors are not eligible. A **"family member"** is (i) a spouse, child, parent, grandparent, or sibling, (including a step- child, parent, grandparent, or sibling), whether or not such individual is living in the same household as an employee, or (ii) any individual living in the same household as an employee.

4) Winning:

- a. Odds of winning depend upon the number of eligible entries received.
- b. The **two** winner(s) will be **Armstrong customers and** determined **by a random name generator of applicants' names**. A Sponsor employee will perform the awarding.

- d. If the winner cannot be contacted within five (5) business days of the date of the drawing, the Sponsor may choose another winner from any remaining eligible entries.
- e. The winner will receive **a Backpack (1), 24 Count Crayola Crayons (4), Blunt-Tip Scissors (1), Pencil Box (1), 12-Pack of Pencils (1), Pencil Sharpener (1), 12-Pack of Glue Sticks (1), 6-Pack Dry-Erase Markers (1), Box of Tissues (1), valued at \$50.**
- f. No substitution, transfer of prize, or election of cash in lieu of prize will be permitted, however, in the event of prize unavailability, the Sponsor reserves the right to substitute a prize of equal or greater value.
- g. All federal, state, and local taxes are solely the responsibility of the winner.
- h. The winner must provide service address in order to determine eligibility. The winner may be required to complete a release form and/or tax forms required by an applicable taxing authority.
- i. Acceptance of the prize **constitutes permission to use the winner's name**, biographical information, and/or likeness for purposes of advertising and promotion without further compensation, unless prohibited by law.
- j. **Acceptance of the prize constitutes winner's agreement to allow filming**, both inside and outside of the residence, of the delivery and installation of the prize **at the winner's residence for possible future use in promotional materials.**

5) Other Terms:

- a. All federal, state, and local laws and regulations apply.
- b. Offer void where prohibited by law.
- c. All decisions relating to this promotion shall be made by the Sponsor and shall be final on all matters.
- d. After the awarding of the prize, a list identifying the winners and the prize can be obtained by sending a written request and a self-addressed, stamped envelope to Armstrong, **NY Back to School Giveaway Contest**, 437 North Main Street, Butler, PA 16001.
- e. The Sponsor is not responsible for any typographical or other error in the printing, the offering, or the announcement of any prize or in the administration of the promotion, whether caused by computer, technical, or human error.
- f. The winner assumes all liability and agrees to hold the Sponsor, its subsidiaries, affiliates and parent, respective officers, directors, employees and agents harmless, for any injury, loss, or damage of any kind (including death) caused, or claimed to be caused, by participation in this promotion or by the acceptance, installation, use, or possession of any prize.
- g. **IN NO EVENT WILL SPONSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN ENTRANT'S PARTICIPATION IN THIS PROMOTION OR ACCEPTANCE OF ANY PRIZE.**

- h. BY ACCEPTING THE PRIZE, THE WINNER ACKNOWLEDGES THAT THE SPONSOR **IS PRESENTING THE PRIZE "AS IS" AND THAT THE SPONSOR IS NOT** THE MANUFACTURER OF THE PRIZE AND DOES NOT PROVIDE ANY WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY, OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AS TO THE PRIZE. FURTHER, THE WINNER AGREES THAT, SHOULD THE PRIZE FAIL TO FUNCTION AS INTENDED OR OTHERWISE FAIL IN ITS USE OR DESIGN, THEN THE WINNER SHALL HOLD THE SPONSOR HARMLESS FOR ANY AND ALL LIABILITY AND DAMAGES ASSOCIATED WITH THE FAILURE OF SUCH PRIZE AND LOOK SOLELY TO THE MANUFACTURER OF THE PRIZE FOR RECOURSE AND/OR RECOVERY.
- i. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL PARTICIPANTS.
- j. The Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical **hardware or software failures of any kind, any damage to any person's** computer, television, or other equipment related to, or resulting from, participating in any portion of the promotion, lost or unavailable network or cable connections, or failed, incomplete, garbled, or delayed computer or cable transmission that may **limit a user's ability to participate in the promotion**, whether caused by computer, technical, or human error.
- k. Sponsor reserves the right to cancel or modify the program at any time, for any reason, including, but not limited to, fraud, misconduct, or technical failures.
- l. Sponsor reserves the right to disqualify or prohibit the participation of any individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision of these rules.
- m. Any dispute about this promotion must be resolved individually, without resort to class action, in the state or federal courts having jurisdiction over Pittsburgh, Pennsylvania. To the extent permitted by the law of the state in which a participant resides, this promotion shall be subject to, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws provisions.
- n. A copy of the rules may be obtained by sending a written request including the **requestor's mailing address to Armstrong, NY Back to School Giveaway Contest**, 437 North Main Street, Butler, PA 16001.