2019 NAHB INTERNATIONAL BUILDERS' SHOW AND KITCHEN & BATH INDUSTRY SHOW BALDWIN AND KWIKSET "UNLOCK THE FUTURE" GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE NAHB INTERNATIONAL BUILDERS' SHOW AND KITCHEN & BATH INDUSTRY SHOW BALDWIN AND KWIKSET "UNLOCK THE FUTURE" GIVEAWAY ("GIVEAWAY"). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST BE PRESENT TO ENTER AND WIN!

1. ELIGIBILITY:

The Giveaway is open only to attendees, 18 or older, who secure their own attendance at the NAHB International Builders' Show and Kitchen & Bath Industry Show, (**"Show**") held in Las Vegas, NV on February 19-21, 2019 (**"Attendees**"). If you do not meet all of these requirements or any other eligibility requirements in these Official Rules, you are not eligible to enter the Giveaway or win a Prize, and Baldwin, a division of Spectrum Brands, Inc. (**"Sponsor**") reserves the right not to award a Prize to you. Employees (and their immediate families or those living in the same household) of Sponsor and their respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers, judges and advertising and promotional agencies are not eligible to enter or win. Chances of winning the Giveaway depend on the number of eligible Attendees entering the Giveaway.

2. TO ENTER:

The Giveaway occurs February 19 through 21, 2019 between 8:00 a.m. on February 19, 2019 and 5:00 p.m. on February 21, 2019 (PST) ("**Promotion Period**") only at the Show. To enter this Giveaway entrants must attend the Show and obtain a code (while supplies last) by touring the Kwikset booth (#C4548) and completing a brief entry form (email address). Each Attendee who receives a code can try opening the Baldwin and Kwikset touchscreen products at the booth with their code ("**Participant**") by 5:00 PM PST on the same day they receive that code at the Show. Limit one code per Attendee per day. If the code unlocks the deadbolt, the Participant wins a Prize (defined below).

3. DESCRIPTION OF PRIZES:

Each Prize winner will receive a gift card valued at \$100 USD ("**Prize**"). One Prize will be given away every hour that the booth is open. Each day of the Promotion Period up to nine (9) Participants may win a Prize. All Participants will be entered a final drawing for one gift card valued at \$1,000 USD ("**Grand Prize**"). The winners are solely and fully responsible for any and all costs, fees, and expenses associated with accepting, receiving or using a Prize, and all federal, state and local taxes on their Prize. Before a Prize is awarded, each Prize winner is subject to verification and must complete, execute and return such documentation that Sponsor requires or the winner will forfeit the Prize. The Grand Prize winner is required to complete an affidavit of eligibility and complete a W9 tax form both of which will be provided by Sponsor. The Grand Prize winner will receive an IRS 1099 form from Sponsor for 2019.

The Prizes are non-transferable and non-assignable, and not refundable, and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute the Prize(s) with another prize(s) (including cash) of equal or greater value if the Prize(s) is not available for any reason as determined by Sponsor in its sole discretion.

4. AWARD OF PRIZE AND PRIZE CONDITIONS:

By entering this Giveaway and/or accepting the Prize, each winner hereby consents (except where prohibited by law) to the reasonable use by Sponsor of each winner's photograph, voice, likeness and/or image, business address and the first name, last initial of the winner without any further

compensation for purposes of advertising, online posting, promotion and publicity in any and all media now or hereafter known throughout the world in perpetuity, unless prohibited by law. Liability for any applicable expenses, fees or charges not expressly included in the Prizes will be the sole responsibility of each winner.

Sponsor is not responsible for any change in any Participant's mailing address, e-mail address and/or telephone number. The decisions of the Giveaway judge(s) (who may be employees of Sponsor) shall be final in all matters relating to the Giveaway. If a Prize winner fails to respond to a Prize notification with all the requested contact information or if a winner is found to be ineligible or declines acceptance of the Prize for any reason, an alternate Prize winner may be selected at the sole discretion of the Sponsor.

5. GENERAL CONDITIONS OF PARTICIPATION:

By entering the Giveaway, participant affirms that he or she has read, accepts and agrees to abide by these Official Rules and the decisions of the judges, which are final. By accepting a Prize, each winner agrees to accept these Official Rules and the decisions of the judges, which are final. Participant confirms that he or she voluntarily entered the Giveaway and voluntarily gives Sponsor his or her name and email address and if a winner, he or she will voluntarily give Sponsor his or her mailing address if necessary to receive the Prize.

Sponsor reserves the right to disqualify any Participant or winner acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Giveaway. ANY ATTEMPT BY A PARTICIPANT OR A WINNER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR DISRUPT THE GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PARTICIPANT OR WINNER TO THE FULLEST EXTENT PERMITTED BY LAW.

6. RELEASED PARTIES:

Sponsor and their affiliates, subsidiaries, parent corporation (and its subsidiaries and affiliates), and their respective officers, directors, shareholders, employees and agents and the panel of judges (collectively, "**Released Parties**") are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of codes; printing or other errors; and any codes which are lost, delayed, misdirected, stolen, mutilated, or any combination thereof. Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Giveaway and/or the Official Rules at any time without notification for any reason or in the event that it becomes necessary due to circumstances beyond Sponsor's control, including but not limited to unauthorized intervention, fraud or other technical problems, security, or other problems, events or activities. In the event the Giveaway or any part thereof, is terminated early, Sponsor, may in its sole discretion, allow the non-suspect code holders at the time of termination to try to unlock the deadbolt. Sponsor also reserves the right not to award the Prizes in the event it receives an insufficient number of eligible Attendees, as determined by Sponsor in its sole discretion. Judges' decisions in connection with all matters concerning the Giveaway shall be final and binding. If a Prize is not claimed in accordance with these Official Rules, it may not be awarded.

If due to printing, production or other errors more Attendees claim to be Prize winners than are intended to be awarded, the intended Prizes will be awarded in a random drawing from among all verified and validated prize claims received at the Show. In no event will more than forty [40] Prizes be awarded.

7. LIMITATION OF LIABILITY/GOVERNING LAW:

IN NO EVENT SHALL RELEASED PARTIES BE RESPONSIBLE FOR ANY CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING, ATTORNEYS' FEES) OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, ARISING OUT OF PARTICIPANTS' PARTICIPATION IN THE GIVEAWAY, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF A PRIZE, PARTICIPATION IN ANY GIVEAWAY RELATED ACTIVITIES AND PARTICIPANTS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE RELEASEES FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO PARTICIPANTS' PARTICIPATION IN THE GIVEAWAY, OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF THE PRIZE.

This Giveaway will be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to any choice of law or conflict of laws rules or provisions. Except where prohibited by law, as a condition of participating in this Giveaway, Participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected to the Giveaway, or a Prize shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event will attorneys' fees be awarded or recoverable; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively "**Special Damages**") and (4) Participants hereby waive all right to claim Special Damages and all rights to have such damages multiplied or increased.

8. WINNERS:

For a copy of the winners' names and last initials or a copy of these Official Rules, (please specify) send a self-addressed, stamped envelope to: the Baldwin division of Spectrum Brands, Inc., 19701 DaVinci, Lake Forest, CA 92610. All requests must be received by April 30, 2019.

9. PARTCIPANT'S PERSONAL INFORMATION:

Information collected from Participants is subject to the Sponsor's Privacy Policy which can be found at <u>http://www.spectrumbrands.com/privacy/</u>. By entering the Giveaway, Participants are opting in to Sponsor's email list. In addition, Participants may receive occasional updates, special offers and other information from Sponsor and its affiliated and associated companies about its products and services and your information may be shared with those companies. However on any notice Participants receive, Participants will have the opportunity to choose not to receive any subsequent notices and opt out of the email list.

10. ENTIRE AGREEMENT:

These terms set for the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written.

THIS GIVEAWAY IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.