

**Official Rules –
Painterati Garage Door Re-Fresh (Re-Finish) Contest**

**NO PURCHASE NECESSARY.
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.
VOID WHERE PROHIBITED**

ALL PHOTOS SUBMITTED WILL APPEAR IN PHOTO GALLERY ON Painterati's FACEBOOK PAGE.

1. **Eligibility** - The Painterati – Garage Door Re-Fresh (Re-Finish) Contest (the "Contest") is open to entrant's who are 18 years or older and legal residents of Minnesota or Wisconsin who owns a residence featured in the Photo (defined below) located within a **50 mile radius** of downtown Minneapolis. Employees of Painterati 11775 95th Ave N, Maple Grove, MN 55369 ("Sponsor"), 2060 Digital, LLC d/b/a Hubbard Interactive, 3415 University Avenue, St. Paul, MN 55114 ("Administrator"), Hubbard Radio, LLC, including their subsidiaries, affiliates, parent or related companies, and their immediate families (collectively, with Administrator, Promotional Participant and Sponsor, the "Released Parties"), are not eligible to enter. Anyone participating in this Contest or claiming a prize in this Contest in violation of these rules will be deemed to have forfeited the right to be awarded a prize in this Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Contest Period** - The Contest begins at 12:00:01 AM Central Time ("CT") on March 26, 2018, and ends at 11:59:59 PM CT on April 22, 2018 (the "Contest Period").
3. **How to Enter** – To enter, visit the Painterati Facebook page ("Page") during the Contest Period, find the Contest post on the Page, then find, complete and submit the online entry form, which includes your name, email address, telephone number, and zip code, and submit a photograph of your garage door that needs refinishing ("Photo"). Sponsor is not responsible for problems accessing the Website or completing the entry, technical or atmospheric conditions that disrupt the completion of the entry, or any other problems which might or might not result from this Contest. Any person submitting more than one entry or an entry without a Photo attached may be disqualified at Sponsor's sole discretion. Sponsor is not responsible for lost, late, incomplete, invalid or misdirected entries, which may be disqualified at Sponsor's sole discretion. Limit one (1) entry per person. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. All entries must be received by 11:59:59 PM CT on April 22, 2018 to be eligible.
4. **Photo Entry Requirements:** Entrants agree to and understand that Photo entries will be made available to the public, including without limitation, posting on the Internet and may appear in Sponsor's advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries.
 - a. Each Photo entry must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo entry and each Photo entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Released Parties and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and

causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation.

- b. By uploading the Photo entry the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Photo entry at its sole discretion through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or un-related to the Contest, and at any location, whether physical or online. Entrant agrees to release, defend, indemnify and hold harmless each of Released Parties, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein.
- c. **Photo Entry Content Restrictions** Photo entries must not contain material that:
 1. Contains or depicts someone smoking, intoxicated, or using illegal substances, or any paraphernalia related to any of the above;
 2. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights;
 3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 4. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
 5. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, profane, obscene, hateful, tortious, slanderous or libelous;
 6. References persons or organizations without their written permission;
 7. Disparages any persons or organizations;
 8. Includes threats to any person, place, business, or group;
 9. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Photo entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Photo entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

5. **Judging Criteria:** Then, during on or about April 23, 2018 Sponsor will judge each Photo using the following judging criteria: quality of the Photo (10%), the degree of need the door featured in the Photo needs refinishing (70%), and adherence to the theme (20%). The Photo with the highest overall score using the preceding judging criteria will be deemed the Grand Prize winner. In the event of a tie, the entry with the highest score in the degree of need the door featured in the Photo needs refinishing criteria will be deemed the winner from among all tying Photos. The potential Grand Prize winner will be notified by telephone and/or email and will have 2 business days to respond to the winner

notification. In the event the potential winner fails to respond to the winner notification within 2 business days, that potential winner forfeits his/her right to the Grand Prize, and the Grand Prize will be awarded to the Photo who received the second highest score using the judging criteria.

6. **Prize and Approximate Retail Value ("ARV") - One (1) Grand Prize** - A garage door refinish by Painterati. ARV: Up to \$2,400.00. Expires on August 31, 2018. EXCLUDES THE FOLLOWING: Wood components that have moisture damage or are rotted; any hardware on the garage door, including but not limited to hinges, rollers, handles, decorative metal hardware, chains, belts, garage door openers, springs, door weather seals, door stops, glass, door rails, auto-reverse mechanisms, wires, and lights. Grand prize winner acknowledges and understands that matching stain color to an existing product is an imperfect science due to age, variances in exposure to the elements across the door system, moisture, individual sight variances, lighting, etc. Grand prize winner acknowledges that any stain matching performed by Painterati is done in accordance with generally accepted industry practices and some minor variances in the stain color matches.

Winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting the Prize. A 1099 Winner will be required to sign liability and/or publicity release ("Prize Release") prior to issuance of a prize, at Sponsor's sole discretion. A 1099 form will be submitted to all appropriate taxing authorities. Sponsor may substitute any prize, or portion thereof, for one of equal or greater value for any or no reason at Sponsor's sole discretion.

7. **Claiming the Prize** - The Grand Prize winner will be contacted by Administrator and will be put in touch with Sponsor in order to coordinate Grand Prize winner's receiving the Grand Prize. Grand Prize will no longer be available if not used by August 31, 2018. The potential Grand Prize winner must prove he/she is a qualified winner by presenting identification acceptable to the Sponsor (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification) and may also be required to enter into a separate services agreement with Sponsor as a condition of receiving the prize. If the winner cannot prove he/she is a qualified winner, does not redeem the prize by August 31, 2018, or he/she forfeits his/her right to that prize.
8. **Participation Conditions/Release/Consent to use Likeness** - By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Contest, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.
9. **General Conditions** - Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the participation process or the operation of the Contest or to be acting in violation of

these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. **Limitations of Liability** - The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) unauthorized human intervention in any part of the participation process or the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize.
11. **Privacy Policies and Data Collection** - Information provided by you for this Contest on the entry form is subject to Administrator's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each entrant agrees that the Sponsor has the right to contact the entrant by phone or email as provided on the entry form to administer and fulfill this Contest.
12. **Disputes/Governing Law** - Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of State of Minnesota, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.
13. **Winners' List/Official Rules** - For the name of the winner, send a separate self-addressed, stamped envelope before April 30, 2018, to Winners List, Painterati Garage Door Re-Fresh Contest c/o Hubbard Interactive, 3415 University Ave, St. Paul, MN 55114. For a copy of these Official Rules, see Website until April 22, 2018.
14. **Sponsor** - Painterati 11775 95th Ave N, Maple Grove, MN 55369.