



“Henkel Corporation GE Sealants Pro Sweepstakes” Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. MANY WILL ENTER, FEW WILL WIN.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

INTERNET ACCESS NECESSARY TO PARTICIPATE.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES.

- 1. SPONSOR:** This Henkel Corporation GE Sealants Pro Sweepstakes (“Sweepstakes”) is sponsored by Henkel Corporation (“Sponsor” or “Henkel”), 26235 1st St, Westlake, OH 44145.
- 2. ADMINISTRATOR:** The administrator of the Sweepstakes is The Sales Factory, Inc. (“Administrator”), 1301 Carolina St Suite 106, Greensboro, NC 27401.
- 3. ELIGIBILITY:** The Sweepstakes is open only to individuals aged 18 years or older [age 19 or older in AL and NE; age 21 or older in MS] who, at the time of entry and at all times through the awarding of prizes, are: (a) a legal U.S. citizen or resident residing in the District of Columbia or in any of the states of the United States, (b) must be a natural person; and (c) hold employment as an official trade professional (which, for purposes of this Sweepstakes, means that the entrant holds primary formal employment as one of the following: general contractor, residential remodeler, plumber, roofer, window & door installer, electrician, flooring installer, maintenance repair operations, or other job within the construction, building or renovation industry.) Employees of Henkel or Administrator or their respective affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively, the “Employees”), and the immediate family members (i.e., spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) are not eligible to participate in the Sweepstakes. This Sweepstakes is void in all United States territories, anywhere outside of the United States, and where restricted or prohibited by law.
- 4. AGREEMENT TO OFFICIAL RULES:** By participating in the Sweepstakes, you (sometimes referred to in these Official Rules as “you” or the “Entrant”) and any other entrant (a) agree to be fully and unconditionally bound by these Official Rules, (b) represent and warrant that you meet all eligibility requirements of the Sweepstakes and are not prohibited from participating in the Sweepstakes, and (c) fully and unconditionally agree to, and do accept, these Official Rules and the decisions of Henkel (and, as applicable, Administrator), all of which are final and binding in all matters related to the Sweepstakes. The award of a prize is contingent upon Entrant complying with all conditions and fulfilling all requirements set forth herein. **IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES, PLEASE DO NOT SUBMIT AN ENTRY IN THE SWEEPSTAKES.**
- 5. SWEEPSTAKES PERIOD:** Sweepstakes entry form submissions will be accepted online starting at 12:01AM (EST) on July 1, 2024, and ending at 11:59 PM (EST) on December 31, 2024 (the “Sweepstakes Entry Period”). All submissions must be uploaded and received no later than 11:59 PM (EST) on December 31, 2024. Administrator’s computer is the official time-keeping device for the Sweepstakes.
- 6. HOW TO ENTER:** The Sweepstakes can only be entered by scanning the QR code on marketing materials at retailers or through the GE website by applying through the form provided at <https://www.gesealants.com/prosweepstakes>. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Henkel Corp. and/or Administrator. There are no alternative methods of entry. Charges that may be incurred to enter (e.g., text message and/or data rates) are the sole responsibility of Entrant.

Henkel and Administrator are not responsible for incomplete, lost, late, damaged, illegible or misdirected entries or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY HENKEL WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. ANYONE INTENTIONALLY OR ATTEMPTING TO UNLAWFULLY MANIPULATE, CAUSE ANY INTERFERENCE WITH OR INTERRUPTION TO THE LEGITIMATE OPERATION OF THIS PROMOTION WILL FORFEIT ANY PRIZE WINNINGS FROM THE SWEEPSTAKES. Entrants must provide all information requested. There is a maximum of one (1) entry per eligible participant during the entire Sweepstakes Entry Period. All entries become the property of the Sponsor and will not be acknowledged or returned.

7. PRIZES: Prizes are as follows:

- Two (2) grand prizes in the amount of \$5,000 each (payable only by check) will be awarded.
- Thirty-Six (36) GE Sealed for Good Kits in total, as follows:
 - Six (6) GE Sealed for Good Kits will be awarded each month to six different potential winners for the months from July 2024 through December 2024.
 - Each GE Sealed for Good Kit will include one each of the following GE Sealants' products: Supreme Silicone Kitchen & Bath Sealant 10.1oz, Supreme Silicone Window & Door Sealant 10.1oz, Advanced Silicone 2® Kitchen & Bath Sealant 10.1oz, and Advanced® Window & Door Sealant 10.1oz. (estimated aggregate retail value of \$75.00, including packaging, shipping, and taxes) or products of equal or greater value.
- GE Sealed for Good Kit potential winners will be selected on or by the 15th day of the following month and will be notified promptly thereafter.
- \$5,000 cash prize potential winners will be selected on January 15, 2025, and will be notified promptly thereafter.

TOTAL ESTIMATED VALUE FOR THE SWEEPSTAKES: US \$12,700. Actual/appraised value may differ at time of prize award. No cash or other prize substitution may be permitted except at Henkel's sole discretion. Prizes are non-transferable. Any and all prize-related expenses, including, without limitation, any and all federal, state, and/or local taxes shall be the sole responsibility of each prize winner (each, a "Winner" or "prize winner"). No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the Winner is permitted.

8. ODDS: The odds of winning depend on the number of eligible entries received.

9. SELECTION OF POTENTIAL WINNERS; NOTICE TO POTENTIAL WINNERS; VERIFICATION OF WINNERS:

- \$5,000 cash prizes: once the Sweepstakes Entry Period is complete on 11:59 PM (EST) on December 31, 2024, two potential winners will be selected at random on or by January 15, 2025, and will be notified promptly thereafter.
- GE Sample Kits: the sweepstakes period for GE Sealed for Good Kits will close at 11:59 PM (EST) on the last day of each month during the months of July 2024 through December 2024. Potential winners will be selected at random on or by the 15th day of the following month and will be notified promptly thereafter.

PRIZE LIMIT: Entrants cannot in any event win more than one each of a \$5,000 cash prize or one each of a GE Sealed for Good Kit prize.

All results of the selection are final and binding, subject to these Official Rules. If by reason of a printing, computer or other error, more prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a computerized random selection to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

It is expected that any potential winner will be contacted via email, using the email address/information provided by Entrant. (Henkel and Administrator may, in their sole discretion, attempt to contact a potential Winner by other means using the information provided by Entrant.) The receipt of a prize is contingent upon potential Winner's full compliance with these Official Rules. Additionally, each potential Winner will be required to sign and return to Administrator, within seven (7) days of the date notice is sent, an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) in order to claim their prize. If a potential Winner fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required period (as applicable) or otherwise fails to comply with these Official Rules, such selected potential Winner shall forfeit the prize. Each selected potential Winner must be able to provide documentation of age and residence and their social security number for tax purposes. By accepting the prize, a

potential Winner consents to the use of his/her name, likeness, biographical information and statements by Henkel and its designees in advertising, trade and promotional materials and on their respective websites without notice or compensation to the potential Winner, except where prohibited by law. If a selected potential Winner cannot be contacted, is ineligible, or fails to timely return a completed and executed Affidavit of Eligibility and Liability/Publicity Release (s) within seven (7) days from the time of initial award notification, Henkel may, in its discretion, select an alternate potential Winner. Henkel and Administrator shall have no liability for any potential Winner's failure to receive notices for any reason, including due to spam, junk e-mail or other security settings or for potential Winner's provision of incorrect or otherwise non-functioning contact information. Henkel and Administrator are not responsible for late, lost, or misdirected prize claim documents. Each potential Winner is subject to verification by Administrator and Henkel Corp. THE ADMINISTRATOR'S AND HENKEL'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Entrants who are potential Winners are not winners of any prize unless and until such entrants' eligibility has been verified and entrants have been notified that verification is complete. Any entry that occurs after any system failure (for any reason) may be deemed by Henkel or Administrator, in their sole discretion, to be a defective entry and void and not honored. Entrants who are not potential Winners will not receive any notifications of the same, or any other notifications.

Prizes will be shipped to the winner's provided address. Please allow at least 14 days after winner verification for delivery of prize if applicable.

Prizes may not be transferred, assigned, redeemed for cash or substituted, except that Henkel or Administrator may substitute any prize component with a prize component of equal or greater value should the stated prize become unavailable for any reason. Only the prizes listed above will be awarded.

- 10. RIGHTS GRANTED BY ENTRANT:** By entering this Sweepstakes, Entrant understands and agrees that Henkel Corp., anyone acting on behalf of Henkel, and Henkel's licensees, successors, and assigns, shall have the right, where permitted by law, to print, public, broadcast, distribute, and use in any media now know or hereafter developed, in perpetuity and throughout the World, without limitation, Entrant's entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without an further compensation, notice, review, or consent.
- 11. DISCLAIMER/LIABILITY RELEASE:** BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS HENKEL AND ADMINISTRATOR AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY LIABILITY, ILLNESS, INJURY, DEATH, LOSS, LITIGATION, CLAIM, OR DAMAGE OF ANY KIND (INCLUDING BUT LIMITED TO CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY) THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, WHETHER CAUSED BY NEGLIGENCE OR NOT, FROM: (A) SUCH ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES AND/OR HIS/HER ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR ANY PORTION THEREOF; (B) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTION OF ANY COMPUTER, CABLE, NETWORK, HARDWARE, OR SOFTWARE, OR OTHER MECHANICAL EQUIPMENT; (C) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS, TELEPHONE, OR INTERNET SERVICE; (D) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (E) ELECTRONIC OR HUMAN ERROR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES."
- 12. LIMITATION OF LIABILITY:** IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPANTS' ACCESS TO AND USE OF ANY HENKEL WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON ANY HENKEL WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL PARTICIPANTS. PARTICIPANTS SHOULD CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

13. GOVERNING LAW/FORUM/DISPUTE RESOLUTION: The construction, validity, interpretation and enforceability of these Official Rules, and the rights and obligations of entrant and Henkel (and Administrator) 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 laws rules or provisions. Any legal claims arising out of or relating to the Sweepstakes or these Official Rules must be brought in the federal or state courts located in the State of Ohio and shall NOT be brought as part of a class action. You further agree to the jurisdiction of such courts and that, in any claim/cause of action, your recovery will be limited to actual costs of participating in the Sweepstakes (if any) and that all other damages (including compensatory, consequential, incidental, and punitive damages) are expressly waived. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, exemplary, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs directly associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.

14. GENERAL: Henkel reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or any other cause beyond Henkel's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Henkel may select the potential Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Henkel. Henkel reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or any Henkel website or violates these Official Rules. Henkel has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any Henkel website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Henkel reserves the right to seek damages to the fullest extent permitted by law.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry.

15. DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cuyahoga County, OH and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Westlake, OH. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Westlake, OH. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

16. PRIVACY: All information submitted by entrants is subject to, and will be treated in a manner consistent with, Henkel's Terms of Use accessible at: [TERMS OF USE](#) and Privacy Policy accessible at: [PRIVACY POLICY](#). Entrants agree that all information submitted may be shared with Administrator, and all such information is subject to, and will be used by Administrator in a manner consistent with Henkel's Privacy Policy.

- 17. WINNERS LIST:** To obtain the names of the winners (available after January 15, 2025), send a self-addressed, stamped envelope to: Henkel Corporation GE Sealants Pro Sweepstakes, [26235 1st St, Westlake, OH 44145]. Requests must be received by February 12, 2025.

- 18. GENERAL ADMINISTRATION:** Entrants should contact the Administrator with any questions, comments or problems related to the Sweepstakes, as follows: Grace Ricks, grace.ricks@salesfactory.com.