

CRAYOLA SOCIAL MEDIA CONTEST

OFFICIAL RULES

NO PURCHASE, TEXT MESSAGE, OR PAYMENT NECESSARY TO ENTER.

A purchase of Crayola® products, or text message or payment, will not increase your chances of winning.

OPEN TO LEGAL RESIDENTS OF ELIGIBLE STATES IN THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

The Crayola [#CrayolaChalkItUp](#) (the “Contest”) is sponsored and administered by Crayola LLC, 1100 Church Lane, Easton, Pennsylvania, 18040. None of Facebook, its shareholders, affiliates, or subsidiaries has offered or sponsored this Contest in any way or shall have any liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded.

1. **OVERVIEW/ENTRY PERIODS:** The Contest starts on May 29, 2019, at 9:00 A.M. ET, and ends on June 21, 2019, at 11:59 P.M. ET (the “Contest Period”). Three (3) fan vote winners will be selected at the end of the Contest Period via tallied votes received from the approved-entry photo gallery (the “Gallery”) exhibiting received eligible entries. One (1) randomly selected winner will be selected on three different days during the Contest Period via a random drawing from among the eligible entries received by 11:59 P.M. on the random drawing dates of June 5, June 12, and June 19, 2019. The three random drawings will be conducted within 48 hours of the closing of the respective random drawing date. Potential Winners will be notified within one day after the drawing.
2. **ELIGIBILITY:** This Contest is offered only to permanent, legal residents of the United States, who are 18 years of age or older at the time of entry. Employees, officers, and directors of Crayola LLC, its shareholders, parent company, affiliates, subsidiaries, advertising, promotion and production agencies, and their immediate family members (defined as spouse, parent, child, sibling, grandparent, grandchild, and the “steps” of each) and persons living in the same household of each (whether related or not) are not eligible to enter. This 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 Crayola’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, including but not limited to U.S. residency and age limitations. Crayola’s computer shall be the official Contest Period clock.
3. **HOW TO ENTER:** To enter via a publicly visible social media account online, an entrant may enter once daily by sharing a photo on the social media account having public privacy settings with the hashtag “#CrayolaChalkItUp.” Alternatively, an entrant may visit <https://woobox.com/i4c8yq> (“Website”) (or navigate to the Website by visiting facebook.com/crayola and clicking on the #CrayolaChalkItUp contest tab) during the Contest

Period and enter the Contest by uploading the photo through the Crayola Facebook landing page. Entrants via social media are deemed to have reviewed and satisfied all requirements of these Official Rules that are publicly available online. Entrant must acknowledge review of the Official Rules and satisfy any opt-in obligations at the time of entry via the Crayola Facebook page. An entrant may enter once daily by either sharing a photo on a public-setting account on social media with the hashtag “#Crayolachalkitup,” or by sharing the photo by uploading it through the Crayola Facebook page. Crayola will review all submissions provided by online tagging with “#Crayolachalkitup” or by Facebook upload, and upon approval of the submission, the entry will receive one automatic entry into the Gallery, with the appearance of each entry in the Gallery corresponding to the completion of review and approval after the entry was received. Limit of one entry per person per day. Crayola reserves the right to deny entries for any reason, including omitting entries that do not satisfy Crayola brand requirements, and not publishing such entries in the Gallery for voting or prize drawings.

4. DRAWINGS, PRIZES, AND ODDS OF WINNING: Throughout the Contest Period, visitors to the Gallery may “vote” on their favorite picture. The Gallery will include all photos submitted during the Contest Period that have been reviewed and approved by Crayola and are eligible to be presented in the Gallery as part of the Contest. Three fan vote winners will be selected at the end of the Contest Period via tallied votes received from the Gallery. One randomly selected winner will be selected on three different days during the Contest Period via a random drawing from among the eligible entries received by 11:59 P.M. on the random drawing dates of June 5, June 12, and June 19, 2019, for a total of three randomly selected winners. Each of the six total winners will be awarded the following prizes:

Prize	Value
Crayola Experience Prize Pack valued at \$200 (if winner is not near a Crayola Experience location they can choose to receive a \$200 Visa Gift Card instead)	\$200
4 pack of Crayola Experience Annual Passes	\$99
Voucher for Wax hands experience	\$40
Gift Card to Crayola Experience gift store	\$60
Crayola Outdoor Product	\$200

The prizes consist of only the items described here. A prize winner may not assign, sell, or otherwise transfer their prize to another person. No cash redemptions will be allowed. No prize substitutions are allowed except at the discretion of Crayola or as provided herein. Prizes may be substituted by Crayola in the event that they become unavailable due to circumstances

beyond the reasonable control of Crayola. The winner will be responsible for all federal, state, and local income taxes resulting from acceptances of their prize.

Odds of winning a prize depends on the number of eligible entries received in the Contest Period.

5. **HOW TO CLAIM A PRIZE:** The prize winner will be notified via email from contest@crayola.com, with instructions on how to claim the prize. If a potential prize winner is found to be ineligible or not in compliance with these Official Rules, declines to accept their prize, or if Crayola is unable to contact a potential prize winner within three (3) business days of the date of the applicable drawing, or in the event that a prize notification is returned as undeliverable, the corresponding prize will be forfeited and, in Crayola's sole discretion, the prize may be awarded to an alternate winner from the votes collected in the Gallery or in a random drawing from among the remaining entries in the applicable drawing pool. The prize winner may be required to furnish proof of identification. Before being declared a prize winner, the potential winner will be required to execute and return an Affidavit of Eligibility and Liability Release within ten (10) business days from the date of contact from Crayola or its representative, or the prize may, in Crayola's sole discretion, be forfeited, and in Crayola's sole discretion, awarded to an alternate winner from the votes collected in the Gallery or in a random drawing from among the remaining entries in the applicable drawing pool.

6. **LIMITATION OF LIABILITY:** Crayola is not responsible for: (i) electronic transmission or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Crayola for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft, or destruction of, unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, or software; (iv) causes beyond Crayola's reasonable control that jeopardize the administration, security, fairness, integrity, or proper conduct of this Contest; (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (vi) any typographical or other error in any printing or advertising relating to the Contest, in the administration or execution of the Contest, or in the announcement of the prize winners; or (vii) cheating or fraud by any entrant. All incomplete or non-conforming entries will be disqualified.

If for any reason the Contest cannot be executed as planned, including but not limited to any printing, administrative, human, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Crayola that corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Contest, or if the Contest is compromised or becomes corrupted in any way, electronically or otherwise, Crayola reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest without notice. If the Contest is

terminated prior to the end date of the Contest Period, the prize for the Contest Period will be awarded in a random drawing from among all eligible, non-suspect entries received in the Contest Period prior to the date/time of termination. Thereafter, no further drawings will be conducted and no further prizes will be awarded. Crayola reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Contest, or who acts in violation of these Official Rules or in a disruptive manner. Crayola's failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CRAYOLA RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering, each entrant agrees to indemnify, release, defend, and hold harmless Crayola, Facebook, and their respective shareholders, parent companies, affiliates, subsidiaries, and the officers, directors, and employees of each of the forgoing (collectively, the "Released Parties") from and against any and all liability for loss, harm, damage, injury, cost, or expense whatsoever arising from or in connection with participation in the Contest or the acceptance, possession, and/or use/misuse of a prize (if awarded to them). By accepting a prize, the winner acknowledges that Crayola has neither made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize or any portion thereof.

7. **DISPUTES/VENUE/GOVERNING LAW:** By participating, entrants agree that (a) any and all disputes, claim, and causes of action arising out of or in connection with this Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state, or local court, (b) any and all claims, judgments, and awards shall be limited to the actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees, and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of Crayola in connection with the Contest, shall be governed by, and constructed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules

(whether of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

The invalidity or unenforceability of any provision of these Official 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 Official 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.

8. **PERSONAL INFORMATION:** Any personally-identifiable information collected during entrant's participation in this Contest will be collected by Crayola and used by Crayola, its affiliates and agents, only for the purposes of the proper administration and fulfillment of the Contest as described in these Official Rules, and in accordance with any opt-ins an entrant may have agreed to during the registration process. An opt-in affirmation is provided at the time of entry for all website-entry contestants.
9. **GENERAL:** By entering the Contest, entrants agree to abide by and accept these Official Rules and the decisions of Crayola, which shall be final and binding in all matters relating to the Contest. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, human, or other errors, more than one (1) person is notified as a potential prize winner for the same Contest drawing, a random drawing from among all such notified entrants will be held to determine the actual prize winner. All entries become the property of the Sponsor and will not be returned.
10. **WINNERS:** A list of prize winners will be published on [facebook.com/Crayola](https://www.facebook.com/Crayola).
11. **SUMMARY:** Sponsored and administered by Crayola LLC. Facebook has not offered or sponsored this Contest in any way. No Purchase, text message, or payment necessary to enter and will not increase chances of winning. Starts May 29, 2019, at 9:00 A.M. ET, and ends on June 21, 2019, at 11:59 P.M. ET. Must be a legal U.S. resident age 18 years or older. Void elsewhere and where prohibited. Enter by posting publicly with “#Crayolachalkitup” or online at [Crayola.com/contest](https://www.crayola.com/contest). For full info, including entry/drawing dates and details, prize descriptions, and odds of winning, see Official Rules (by which entrants are bound) at www.crayola.com/official-contest-rules.