

OFFICIAL RULES FOR CRAYOLA “#FAVORITECRAYOLACOLOR” SWEEPSTAKES

NO PURCHASE OR MOBILE DEVICE IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

1. The Crayola “#FavoriteCrayolaColor” Sweepstakes (“Sweepstakes”) begins 12:00 AM Eastern Time (“ET”) September 18, 2014 and ends 11:59 PM ET October 1, 2014 (“Sweepstakes Period”). The Sweepstakes Period will be divided into fourteen (14) daily entry periods (each a “Daily Entry Period”). Each Daily Entry Period begins at 12:00 AM ET and ends at 11:59 PM ET the same day.

2. Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older and who have reached the age of majority in their state of residence at the time of entry.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering, you understand that you are providing your information to the Sponsor and not Facebook. The information you provide will only be used for participation in the Sweepstakes.

3. There are two (2) ways to enter the Sweepstakes:

(i) go to <https://twitter.com/Crayola>, become a follower of @Crayola and use your Twitter account to tweet a message stating your favorite Crayola Crayon color and include the hashtag “#FavoriteCrayolaColor” (and optionally include a photograph of your creation using your favorite Crayola Crayon color) to receive one (1) entry. You must have a Twitter account to enter via this method. Establishing a Twitter account is free. **You must be a follower of @Crayola and include the #FavoriteCrayolaColor hashtag in your tweet in order for your entry to be eligible.** Text and data charges may apply if you are accessing Twitter from your mobile device to enter this Sweepstakes. Check your wireless carrier for mobile phone capabilities and pricing plan details. **Note:** If you stop following @Crayola Twitter account or deactivate your Twitter account at any time prior to the end of the Sweepstakes Period, your entry/ies will be void. Multiple entrants are not permitted to share the same Twitter account.

(ii) go to the Crayola Instagram page at <http://instagram.com/crayola> and become a follower. Then submit a photograph of your creation using your favorite Crayola Crayon color, state your favorite Crayola Crayon color and include the hashtag #FavoriteCrayolaColor to receive one (1) entry. Multiple entrants are not permitted to share the same Instagram account. **You must be a follower of Crayola on Instagram and include the #FavoriteCrayolaColor hashtag in your post in order for your entry to be eligible.** You must have an Instagram account to enter via this method. If you do not have an Instagram account, you may sign up for a free account at www.instagram.com. Text and data charges may apply if you are accessing Instagram from your mobile device to enter this Sweepstakes. Check your wireless carrier for mobile phone capabilities and pricing plan details. **Note:** If you stop following the @Crayola Instagram account or deactivate your Instagram account at any time prior to the end of the Sweepstakes Period, your entry/ies will be void. Multiple entrants are not permitted to share the same Instagram account.

Your entry may not contain any content that the Sponsor, in its sole discretion, determines to:

- (a) be vulgar, offensive, sexually explicit, profane or pornographic;
- (b) be derogatory of any race, ancestry, place of origin, color, ethnic origin, citizenship, religion, sex, sexual orientation, age, marital status, family status or disability; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people, products or companies;
- (c) be violent or promotes the use of alcohol, illegal drugs, tobacco, or weapons; promotes unsafe activities;
- (d) be the previous recipient of any award;
- (e) be previously published;
- (f) promote any political agenda or message;
- (g) appear to duplicate any other submitted entry;

- (h) contain copyrighted materials owned by others;
- (i) contain third-party trademarks, logos, insignia, except those of Sponsor, including brand names of any products;
- (j) contain any personal identification, such as persons' names, e-mail addresses, street addresses or license plate numbers;
- (k) communicate messages inconsistent with the positive image of the Sponsor's name and/or any of its brands;
- (l) contain any material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- (m) violate any law; or
- (n) include or refer to any third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized such inclusion or reference.

By submitting a photograph, you represent and warrant that (a) you are the sole owner of the photograph and have all rights to the photograph; (b) you have the right to submit the photograph and to provide the Sponsor with a license (as described below) to use the photograph; (c) your photograph consists of only your original work and no part of your photograph has previously been published anywhere else; (d) you have not granted any person, corporation or other entity any rights to use your photograph; (e) your photograph does not defame or violate the rights of publicity or privacy of any person, living or deceased, or otherwise infringe upon the publicity rights or privacy of any third person, living or deceased, or otherwise infringe upon any person's personal or property rights or other third party rights; and (f) your photograph is not offensive or inappropriate, as determined by Sponsor in its sole discretion, nor does it violate any law. Sponsor reserves the right to reject or remove any photograph, in its sole and absolute discretion, on the basis that a submitted photograph is offensive or is not in keeping with the Sponsor's image and reputation.

By submitting a photograph, you understand and agree that you shall retain all ownership rights to the photograph; however, you hereby grant Sponsor a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable license to edit, publish, use, adapt, exploit, modify or dispose of any photograph, in whole or in part, online, in print, film, television, or in any other media now or hereafter known throughout the world in perpetuity without compensation, permission or notification to you or any third party, for any purpose whatsoever.

By submitting a photograph, you acknowledge and agree that Sponsor may obtain many photographs in this Sweepstakes and that your photograph may be similar or identical in theme, idea, format or other respects to others submitted in this Sweepstakes or other promotions sponsored by the Sponsor, or to other ideas conceived by or provided to Sponsor, and you waive any and all claims you have or may have, now or in the future, that any photograph and/or other works accepted, reviewed and/or used by the Sponsor (or its designees) are similar or identical to your photograph. Except where prohibited by law, you acknowledge and agree that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to your photograph.

Limit one (1) entry per person, per Twitter or Instagram account, regardless of method of entry for each Daily Entry Period. Entries received from any person in excess of the stated limitation will be void. Entries must be in English. Submission of erroneous or incomplete information will void the entry. By submitting an entry, the entrant consents to being contacted by direct message ("DM") if selected as a potential winner. Entries will not be acknowledged or returned. Should multiple users of the same Twitter or Instagram account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account subscriber or authorized account holder of said Twitter or Instagram account at the time of entry will be considered the entrant and required to comply with these Official Rules and all requirements set forth herein. In the event of a dispute as to any registration, the authorized account holder of the Twitter or Instagram account will be deemed to be the entrant and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned a Twitter or Instagram account. The potential winner may be required to show proof of being the authorized account holder.

4. A random drawing will be conducted approximately one (1) day after the conclusion of each Daily Entry Period for the Daily Prize package (as described in section 5) from among all eligible entries received. Drawings will be conducted by Trymark Consulting Group, L.L.C., an independent judging organization whose decisions are final and binding. Odds of winning will depend on the total number of eligible entries received for the applicable drawing. Non-winning eligible entries from any Daily Entry Period will **not** roll-over into subsequent Daily Entry Period drawings.

5. Daily Prize packages (14 total, one (1) per Daily Entry Period): Each Daily Prize package consists of: One (1) custom 64 ct. pack of winner's favorite Crayola Crayon color (as provided by entrant in entry) (Estimated Retail Value ("ERV") \$10.99) and a \$100.00 gift card (awarded in the form of a pre-paid debit card) (certain terms & conditions as specified by issuer apply) (ERV \$100.00). Total ERV of each Grand Prize package is \$110.99. Total ERV of all prizes combined is \$1,553.86. In the event a winner provides a crayon color in their entry that does not exactly match an available Crayola Crayon color, Sponsor, in its sole discretion, will determine the crayon color to be awarded. Winners will be responsible for all taxes (including federal, state and local taxes) and any other costs and expenses associated with acceptance and use of the prizes not described herein as being awarded. Prizes are not transferable, redeemable for cash, or substitutable except by Sponsor, which reserves the right, at its discretion, to substitute a prize or portion of prize with one of comparable or greater value. All prize details are at the sole discretion of the Sponsor. Limit one (1) Daily Prize package per person, per e-mail address and per household for the duration of the Sweepstakes Period.

6. Employees of Crayola L.L.C. ("Sponsor"), Trymark Consulting Group, L.L.C., and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers, and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of such employees, whether or not related, are ineligible to enter or win. Void where prohibited by law. Subject to all applicable federal, state and local laws and regulations.

7. Potential winners will be notified by DM to his or her Twitter or Instagram account and will be required to respond within three (3) business days of date of its issuance. In the event that a response to any given DM is not received within three (3) business days of date of its issuance or a potential winner is not in compliance with these Official Rules, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Potential winners may be required, in the sole discretion of the judges, to execute and return an affidavit of eligibility and a liability release and, where legal, a publicity release within fourteen (14) days of date of issuance of those documents or prize may be forfeited and, at Sponsor's discretion, awarded to an alternate winner. In the event a potential winner is not in compliance with these Official Rules or the prize or prize notification is returned as undeliverable, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected.

8. By participating, entrants agree as follows: a) to abide by these Official Rules, and to the decisions of Sponsor and the judges, which shall be final and binding in all respects; b) to the use of their names and/or likenesses and/or biographical data by Sponsor and its designees if selected as a winner for advertising, promotional and other purposes in any or all media now or hereafter known throughout the world in perpetuity without compensation, permission or notification (except where prohibited by law); and c) THAT SPONSOR, TWITTER, INSTAGRAM, TRYMARK CONSULTING GROUP, L.L.C., AND ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS SWEEPSTAKES OR THE USE OR MISUSE OF ANY PRIZE. PRIZES ARE AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT FOR ANY "IN THE BOX" WARRANTY THAT MAY BE PROVIDED WITH THE PRIZE. Released Parties are not responsible for lost, delayed, interrupted or unavailable network, server, cable, satellite, Internet Service Provider (ISP) or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other errors or malfunctions of any kind whether computer, network, human, mechanical, electronic, printing, typographical or otherwise relating to or in connection with this Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, the incorrect uploading of any photo, the announcement of the prizes or in any Sweepstakes-related

materials or for any damage to entrant's or other person's computer, hardware or software as a result of participation. Released Parties are also not responsible for entries that are lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered garbled or delayed by computer transmissions and all such entries are void. Sponsor is not responsible for any prize that is lost, damaged, stolen, delayed, misdirected, or undelivered. Persons found tampering with or abusing any aspect of this Sweepstakes or who are in violation of these Official Rules as solely determined by the judges will be disqualified and all associated entries will be void. Every entry must be manually keystroked and manually entered by the individual participant and repetitive automated electronic submission of entries is specifically disallowed. Use of script, macro or automated entry software or programs or any other means that subvert the entry process is prohibited and all such entries will be void. In the event the Sweepstakes is compromised by virus, bugs, worms, non-authorized human intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, or if Sweepstakes is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Sweepstakes or any portion thereof and/or terminate the participation of any entrant (and void his/her entry/ies) whose conduct potentially compromises the Sweepstakes and at its sole discretion, if terminated, to award the prize(s) for the drawing(s) at issue from among all eligible non-suspect entries received for such drawing(s) prior to the act requiring such termination. 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. CAUTION: Any attempt by an entrant to damage the website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) to the fullest extent permitted by law.

9. AS A CONDITION OF PARTICIPATING, ENTRANT AGREES THAT A) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY, AND B) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND C) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES.

You and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS, CLASS LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

10. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://www.crayola.com/privacy.aspx>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

11. The names of the winners (available after October 15, 2014) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: Crayola "#FavoriteCrayolaColor" Sweepstakes - Winners/Rules (please specify which), P.O. Box 295, Gainesville, VA 20156, for receipt no later than December 31, 2014. VT residents omit return postage on rules requests.

12. Sponsor: Crayola LLC, 1100 Church Lane, Easton, PA 18044-0431.

Promoter: Trymark Consulting Group, L.L.C., P.O. Box 295, Gainesville, VA 20156.

Twitter and Instagram are not sponsors or promoters of this Sweepstakes.