

SHARPIE UNCAP THE POSSIBILITIES INSTANT WIN GAME
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL U.S. RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE (WHICHEVER IS GREATER) AT THE TIME OF PARTICIPATION.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Sharpie Uncap The Possibilities Instant Win Game ("Game") is sponsored by Newell Office Brands ("Sponsor"), 6655 Peachtree Dunwoody Road, Atlanta, GA 30328, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **GAME PERIOD:** The Game begins on April 2, 2018 at 12:00:00 PM Eastern Time ("ET") and ends on March 31, 2019 at 11:59:59 PM ET ("Game Period"). The Administrator's computer is the Game's official clock.
2. **ELIGIBILITY:** This Game is offered only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old or the age of majority in their jurisdiction of residence (whichever is greater) at the time of participation. Employees of Sponsor, Administrator, any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Game Entities") and their immediate family members (e.g., spouse, parent, sibling, child and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. This Game is void in Puerto Rico, United States territories and possessions, elsewhere outside the 50 United States and the District of Columbia and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Game. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

For purposes of the Game, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of Game registration. Entrants will not be allowed to change their physical address or e-mail address. In the event that a household enters the Game using more than five (5) unique e-mail addresses, all of the Game Plays (as defined below) associated with that household (determined by Sponsor and/or Administrator in their sole discretion) may be disqualified.

3. **HOW TO ENTER: No Purchase Necessary.** Entrants may obtain an entry code ("Code") to enter the Game using one (1) of the following four (4) methods: All Codes must be entered on the Website (defined below) by 11:59:59 PM ET on March 31, 2019.

- A. Purchase a Specially Marked Sharpie Product:** During the Game Period, entrants may purchase a specially marked Sharpie product to obtain a unique Code printed under the cap, while supplies last.
- B. Upload A Sharpie Permanent Marker Purchase Receipt:** An entrant may follow the instructions on the Website to upload an image of his/her original register receipt showing the purchase of a Sharpie Permanent Marker product during the Game Period. The entrant must circle the Sharpie purchase on the receipt and sign and date the receipt prior to uploading to the Website. Register receipt images must be in one (1) of the following file formats: .JPG, .JPEG, .PNG, .GIF, and may not exceed 5 MB. Sponsor may request the entrant send in his/her original register receipt and Sharpie proof of purchase. All receipts are subject to review and verification by Sponsor in its sole discretion.

Upon receipt and verification of the register receipt the entrant will receive one (1) Code. The Code will be e-mailed to the entrant at the e-mail address provided during Game registration by Administrator.

- C. Without a Purchase Mail-In (April 2, 2018 through March 18, 2019):** To obtain a Code without making a purchase, an eligible entrant must legibly hand write his/her full first and last name, complete street address (no P.O. Boxes allowed), city, state, ZIP Code, age, and valid e-mail address on a 3 ½" x 5" postcard enclosed in a properly stamped envelope and mail it to: Sharpie Uncap The Possibilities Instant Win Game Code Request, P.O. Box 251328, West Bloomfield, MI 48325 ("Mail-In Entry"). Mail-In Entries must be postmarked between April 2, 2018 and March 18, 2019 and received by March 25, 2019. Administrator will send one (1) Code by e-mail to the e-mail address provided on each fully completed Mail-In Entry received. Each entrant may obtain no more than one (1) Code per calendar day (as determined by the name and e-mail address on each Mail-In Entry) through this method of Code request. Mail-In Entries will not be returned and no further correspondence will be entered into. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the stated entry limits will not be accepted. Mail-In Entries received without a verifiable and legible return address and e-mail address will be deemed incomplete and not a valid request.
- D. Without a Purchase Online Code Request (April 2, 2018 through March 31, 2019):** From 12:00 PM ET on April 2, 2018 through 11:59:59 PM ET on March 31, 2019, an eligible Entrant must visit www.UncapThePossibilities.com/amoe and follow the onscreen instructions to obtain one (1) Code. Entrants can request up to one (1) Code per day via this method.

Regardless of the method use to obtain a Code, each Code is unique and may only be used once during the Game Period. For purposes of this Game a "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day, except for April 2, 2018, when a day starts at 12:00 PM ET and ends at 11:59:59 PM ET. Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of an entrant's privacy or spam filter settings which may divert any Game e-mail, including any Code notification e-mail to a spam or junk folder.

During the Game Period, after obtaining a Code, an eligible entrant must visit www.UncapThePossibilities.com ("Website") and enter his/her valid e-mail address. If it is the

entrant's first time at the Website, the entrant must provide the required registration information, which may include, but is not limited to, his/her first and last name (no initials), street address (no PO Boxes), city, state, ZIP code, daytime telephone number, and date of birth. Upon submission of a valid e-mail address and the complete registration information, the entrant may then either upload a receipt as described above or submit a unique Code. Note: an entrant will not be able to upload a receipt and submit a unique Code in the same day.

Upon submitting a Code, the entrant will receive one (1) instant win game play ("Game Play"). After the Game Play, the entrant will receive notification on the Website screen as to whether or not he/she is a potential winner ("Game Notification"). Each entrant who receives a winning Game Notification will be deemed a potential prize winner, pending verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor or its representative in its sole discretion. An entrant is not a winner of any prize, even if the Website/Game Notification should so indicate unless and until entrant's eligibility and the potential winning Game Play have been verified as determined by Sponsor or its representative in its sole discretion. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

LIMIT: Regardless of how the Code was obtained, a Code may only be used one (1) time during the Game Period. Limit one (1) Game Play or receipt upload per entrant each day during the entire Game Period. If an entrant uses or attempts to use a Code more than once, attempts to upload a receipt and enter a Code during the same day, or completes more than one (1) Game Play in the same day, all Game Plays completed by the entrant may, at the Sponsor's sole discretion, be deemed invalid Game Plays. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Game, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize.

4. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prizes (50,177): The following prizes are available to be won during the Game Period (each, a "Prize"):

Prize Description	ARV	Quantity	Total ARV
Trip for 2 to New York City to meet Aaron Judge*	\$3,400	1	\$3,400
\$1,000 check made payable to winner	\$1,000	4	\$4,000
\$500 check made payable to winner	\$500	20	\$10,000
Aaron Rodgers Autographed Item (item determined by Sponsor in its sole discretion)	\$500	21	\$10,500
Chris Paul Autographed Item (item determined by Sponsor in its sole discretion)	\$350	21	\$7,350
Alex Morgan Autographed Item (item determined by Sponsor in its sole discretion)	\$230	21	\$4,830
Aaron Judge Autographed Item (item determined by Sponsor in its sole discretion)	\$40	21	\$840
Rawlings Custom Baseball Glove ⁺	\$380	3	\$1,140
Rawlings Select Pro Lite Aaron Judge 12 Inch Baseball Glove	\$60	40	\$2,400

Sharpie Ultimate Pack (includes one (1) pack of each of the following: Sharpie Metallic Permanent Markers, Fine Point, 6-Count; Sharpie Permanent Marker Fine Point Assorted, 24-Count with 3D Animals Adult Coloring Booklet; Alex Morgan 24-Count; Aaron Rodgers, 24-Count; Chris Paul, 8-Count; and Aaron Judge, 4-Count)	\$50	25	\$1,250
Four (4) Special Edition Sharpie Markers	\$3	100	\$300
One (1) Special Edition Sharpie Marker	\$1	49,900	\$49,900

No more than 50,177 Prizes will be available in the Game.

*Awarded as a Promo Code that will be mailed to the winner as set forth in Section 5 of these Official Rules and is good for up to \$380 towards the Heart of the Hide custom glove at <http://www.rawlings.com/site-content/custom-gloves.html>. Each winner will be able to create the Heart of the Hide custom glove and enter the Promo Code at check out. Any balance over \$380 will be the winner's sole responsibility and must be paid at time of custom glove ordering. Winner will not receive any difference in value if the Heart of the Hide custom glove created is less than \$380.

*The ARV of the trip Prize may vary depending on point of departure, destination, and fluctuations in the cost of air transportation and hotel accommodations. Any difference between the estimated ARV and the actual value of the trip Prize will not be awarded. Trip includes round-trip coach class air transportation from a major commercial airport near winner's residence to the destination city for winner and one (1) guest, two (2) nights standard hotel standard accommodations (single room/double occupancy), a meet and greet opportunity with Aaron Judge (subject to availability), and round trip ground transportation between the airport/hotel and hotel/event venue in the destination city for winner and his/her guest. If the winner elects to travel or partake in the trip Prize without a guest, no additional compensation will be awarded to the winner. If the winner resides within 250 miles of destination city ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in trip Prize value. Sponsor bears no responsibility if any event, element or detail of the trip Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the trip Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the trip Prize, minus any unavailable event, element or detail. Event may be subject to standard rain-check policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to winner and/or his/her guest(s) if either winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event

The trip Prize winner and his/her guest must travel on dates as determined by the Sponsor or the trip Prize will be forfeited in its entirety, at Sponsor's sole discretion. All travel arrangements must be reserved and scheduled at least thirty (30) days prior to departure. The trip Prize winner's guest must be at least eighteen (18) years old, or the child/legal ward of the winner. Guest (or if a minor in his/her state of residence, his/her parents/legal guardian) will be required to complete and return a Liability Release and, where

permissible, a Publicity Release (“Travel Companion Release”), prior to travel booking. Travel is subject to the restrictions and conditions set forth below. All hotel accommodation booking and travel arrangements will be administered by Sponsor's authorized designee. Travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. Winner and guest must travel on the same itinerary. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's travel prize suppliers, as detailed in any contract issued by such supplier.

The trip Prize winner and his/her guest are each solely responsible for obtaining any necessary travel documents (including government-issued photo identification or passports). The trip Prize winner and his/her guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip Prize. The trip Prize winner and his/her guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules as being included in the trip Prize. The trip Prize winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card.

B. Total ARV: The total ARV of all prizes available in the Game is \$95,910.

C. Odds of Winning: There will be a random, computer-generated winning time for each prize listed above during the promotion period. The first Game Play received at (or after) the randomly-generated winning time will be deemed a potential winner of the prize associated with such time. The odds of winning a prize depend on the number of eligible Game Plays and the time each Game Play is received.

5. HOW TO CLAIM A PRIZE: All Game entrants who receive a winning Game Notification are subject to verification of eligibility and compliance with these Official Rules. The trip Prize winner and the winners of \$1,000 will each be required to complete and execute an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Administrator, which must be returned within seven (7) days of date appearing on prize notification. The potential trip Prize winner may be subject to a background check before the trip Prize is awarded. Sponsor reserves the right to disqualify the potential trip Prize winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the trip Prize to any such individual might reflect negatively on the Sponsor. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any prize is unclaimed, the prize will be forfeited and, that prize will not be awarded.

Sponsor will issue an IRS Form 1099-MISC to a winner of any Prize over \$600.

Upon verification of eligibility, Sponsor's designee will contact the trip Prize winner to arrange travel booking. All other Prizes will be mailed to each winner at the physical address provided during Game registration within approximately 6 to 8 weeks from verification of eligibility. Game Entities assume no responsibility for undeliverable e-mails resulting from any cause, including any form of active or passive e-mail filtering by a user's Internet Service Provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mails. The

Game Entities shall not be held responsible for any delays in awarding prizes for any reason.

No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or any component thereof, or force majeure, at Sponsor's sole and absolute discretion. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Any unspecified expenses, and incidental items related to the acceptance/use of the Prize are solely the responsibility of the winner. In no event will more prizes than are stated in these Official Rules be awarded. Limit of one (1) prize per person/household. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Prizes will only be awarded to verified winners.

6. **GENERAL:** In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of prizes will be awarded in a random drawing from among all verified prize claims received for that prize.

If, for any reason, the Game is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Game and/or proceed with the Game, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

7. **LIMITATION OF LIABILITY:** By participating in this Game, entrants agree that the Game Entities, and each of their respective affiliates, parent companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable entries, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of entry information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any tampering, hacking or by any of the equipment or programming associated with or utilized in the Game and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction. The Released Parties shall not be responsible or liable for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole and absolute discretion, be disqualified.

- 8. RELEASE, WAIVER, AND DISCLAIMER:** By entering the Game, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Game; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Game, including, but not limited to, any Game-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Game, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Game materials, (d) acceptance, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control (collectively, "Force Majeure"), or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Game, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Game or any online service via the Internet due to hardware or software compatibility problems, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (n) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (o) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GAME, INCLUDING PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 9. DISPUTES: THIS GAME IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND**

VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR GAME ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE GAME PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. Further, Entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any Entrant and/or Game Entities and/or any other party shall be resolved individually, without resort to any form of class action.

10. PRIVACY: Sponsor's Privacy Statement is available at <https://www.newellbrands.com/privacy-policy>.

11. PUBLICITY RIGHTS: By participating in the Game and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on television, radio, the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

12. MISCELLANEOUS: Any attempted form of participation in this Game other than as described herein is void. If it is discovered or suspected, in Sponsor's sole and absolute discretion, that an entrant has registered or attempted to register using multiple e-mail addresses, identities, proxy servers or like methods, all of that entrant's Game Plays will be declared null and void, and that entrant will be ineligible to win a Prize. Also, if it is discovered that any entrant attempts to receive additional Game Plays in excess of the stated limitation, that entrant may, in Sponsor's sole and absolute discretion, be disqualified from the Game. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address associated with the account used to make such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the

domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in their sole opinion, to be tampering with the operation of the Game, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Game. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Game will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Game. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Game details contained in these Official Rules and Game details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Game as set forth in these Official Rules shall prevail.

13. WINNERS LIST: To obtain a list of the names of winners of Prizes valued over \$25, mail a self-addressed, stamped business-sized envelope to: Sharpie Uncap The Possibilities Instant Win Game - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by May 30, 2019.

Sponsor: Newell Office Brands, 6655 Peachtree Dunwoody Road, Atlanta, GA 30328

Customer services inquiries can be made at [Contact Us](#).

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