

Elkay® Product Registration Sweepstakes
WINNER'S RELEASE AND DECLARATION OF COMPLIANCE

THIS RELEASE AND DECLARATION OF COMPLIANCE ("Release") governs my participation in and acceptance of a prize in Elkay's Product Registration Sweepstakes ("Promotion").

1. Declaration. I, the undersigned, declare that I voluntarily participated in the Promotion and have been notified that I am eligible to be awarded the prize identified below ("**Prize**"). I understand that I will receive the Prize only if I complete this Release and otherwise comply with the Promotion's Official Rules, which are available at {Elkay.com/register}] ("**Official Rules**").

2. Acknowledgements. In consideration of the awarding of the Prize to me, I further declare:

- a. I have read, understand and have complied with, and will continue to comply with all the terms of the Official Rules and this Release shall apply to and be binding on me and my heirs, executors, administrators, personal representatives and assigns.
- b. I meet all eligibility requirements to enter the Promotion set forth in the Official Rules. I have not committed any fraud or deception in entering the Promotion or in claiming any prize.
- c. I agree that the Prize is as described in the Official Rules and that I am accepting the Prize as awarded and as is. **I ACKNOWLEDGE THAT THE PRIZE IS AWARDED WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY ELKAY ("SPONSOR") AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- d. I agree to be solely responsible for all federal, state and local taxes associated with Prize acceptance, as well as solely responsible for the use, care and maintenance of the Prize, including any and all insurance requirements and liability for use.
- e. I release, indemnify and hold harmless Sponsor and its parents, subsidiaries and affiliates ("**Sponsor Affiliates**"), and the employees, officers, directors, advertising and promotion agencies, representatives and agents of each of the foregoing (collectively, "**Releasees**") from any claims, demands, payments, actions, or causes of action for damages, loss or injury, arising as a result of or relating in any way to the Promotion and/or the Prize, which I or my heirs, executors, administrators, personal representatives or assigns may now or hereafter have against them, including (without limitation) liability for any injury, loss or damage, whether direct, compensatory, incidental or consequential, to person(s), including death, and property, arising in whole or in part, directly or indirectly, from my acceptance, possession, use or misuse of the Prize, or my participation in the Promotion. I acknowledge that Sponsor has not arranged for and does not carry any insurance of any kind for my benefit or that of my heirs, executors and administrators relative to my accepting the prize. **I also understand that this is a contract which eliminates the liability of the Sponsor, unless otherwise provided under applicable Federal or State law.** I acknowledge that this provision is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Releasees, and that no action will be taken by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the parents, guardians, heirs, executors, and administrators of the undersigned.
- f. I represent and warrant that I have the full right and power to enter into this Release, that the terms of this document do not in any way conflict with any existing commitment on my part, that I understand my rights and obligations under this Release, and that I have had the opportunity to consult with counsel.

3. Publicity & License. I hereby grant to Sponsor and Sponsor Affiliates, and those acting on their behalf, the irrevocable, perpetual, fully paid up, royalty-free, worldwide right to, in connection with Sponsor's and Sponsor Affiliates' business, advertising and promotional activities, use: (a) my name, home town name, picture, portrait, likeness,

voice, biographical information or any recordings of the same (my “**Likeness**”); (b) the materials I submitted to enter into the Promotion, including (without limitation) any photos, images, videos, text, or posts (my “**Entry Materials**”); and (c) any and all materials obtained by Sponsor, Sponsor Affiliates or their agents in connection with my use or acceptance of the Prize, including but not limited to photographs, videos and testimonials (my “**Prize-Related Materials**”). I understand and agree that I will receive no compensation or royalties in connection with Sponsor’s and/or Sponsor Affiliates’ use of all or part of my Likeness, my Entry Materials, and/or my Prize-Related Materials. I further understand that Sponsor and Sponsor Affiliates may copy, publicly display, distribute, modify and prepare derivative works with my Likeness, my Entry Materials, and/or my Prize-Related Materials in Sponsor’s and/or Sponsor Affiliate’s sole discretion. I hereby waive any right to review or approve any such use of my Likeness, my Entry Materials, and/or my Prize-Related Materials, and I agree that all media or other materials created by Sponsor and/or Sponsor Affiliates with my Likeness, my Entry Materials, and/or my Prize-Related Materials are the property of Sponsor and Sponsor Affiliates, including (without limitation) any copyrights or rights of publicity therein. I hereby release Sponsor, Sponsor Affiliates, and any entity or person acting on their behalf, from any and all claims for libel, copyright, invasion of privacy or rights of publicity pertaining to such use. I understand and agree that this Release shall be construed broadly to provide a release in favor of Sponsor and Sponsor Affiliates to the maximum extent permissible under applicable law.

4. Taxes and Other Expenses. I understand that Sponsor will report the value of my prize to the Internal Revenue Service as miscellaneous income when required by law. I acknowledge that I am responsible for all taxes due on the Prize. I am also responsible for all expenses and costs associated with accepting the Prize such as, but not limited to, travel, shipping, and licensing costs, that have not been identified as included in the Prize. I acknowledge that I may be required to complete, sign and return to Sponsor an IRS Form W-9 in order to receive the Prize and that failure to do so may result in forfeiture of the Prize.

Description of Prize: _____

Signed _____ **Date** _____

Name (printed) _____ **Phone** _____

Address _____