

**Phantom Manufacturing (Int'l.) Ltd.**  
**“\$10,000 Backyard Makeover” Sweepstakes**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The following Sweepstakes is intended for legal residents of the United States of America and Canada only and shall only be construed and evaluated according to U.S. & Canadian law. Do not enter this Sweepstakes if you are not located in the United States of America or Canada at the time of entry.

**ELIGIBILITY:** The “\$10,000 Backyard Makeover” Sweepstakes (the “Sweepstakes”) is open and offered only to legal residents of the 50 United States (including the District of Columbia) or Canada (excluding the Quebec province), who have the age of majority in their state/province of residence or older at the time of entry (“Entrants”). In addition, a participant must be a home owner at the time of entry in order to enter or win. **This Sweepstakes is not open to the general public.** Employees of Sponsor and Administrator (both defined below), their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this promotion are ineligible to enter or win. Void outside of the United States, Canada, in Quebec, and where prohibited by law.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by Phantom Manufacturing (Int'l.) Ltd., 30451 Simpson Rd., Abbotsford, BC V2T 6C7 Canada (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on February 1, 2014 and ends at 11:59:59 p.m. ET on May 31, 2014 (“Sweepstakes Period”). Eligible Entrants can enter the Sweepstakes by at any of the following three (3) Websites (the “Websites”):

1. [www.experiencephantom.com](http://www.experiencephantom.com)
2. [www.phantommakeover.com](http://www.phantommakeover.com)
3. [www.phantomssweepstakes.com](http://www.phantomssweepstakes.com)

At the Websites, Entrants will be instructed to complete the Sweepstakes registration form requesting full name, complete mailing address, phone number, and e-mail address. Each completed and submitted Sweepstakes registration form will result in one (1) Sweepstakes entry.

Upon submitting the Sweepstakes registration form Entrants will have the option to obtain additional Sweepstakes entries via social media friend sharing. Post-entry, Entrants will be presented the opportunities to display a message (or messages) regarding the Sweepstakes on their Facebook wall, LinkedIn, update their Twitter status or send a personal email. Entrants can obtain five (5) additional Sweepstakes entries for each referred friend that properly enters the Sweepstakes at any of the Websites. In order to obtain any additional entries via friend sharing, Entrants must send a Sweepstakes-related

message (as described above) immediately after submitting the Sweepstakes registration form. The Sponsor will only track such shares and resulting entries made in this manner. All other shares will not be tracked, and thus, will not result in or produce any additional Sweepstakes entries.

**All entries must be received by 11:59:59 p.m. ET on May 31, 2014.** All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Websites is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the Entrant only at the Websites. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the applicable Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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.**

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, the Administrator their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused,

directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** The potential First Prize Winners will be selected in sixteen (16) weekly random drawings from among all eligible entries received to that point in the Sweepstakes Period. The First Prize drawings will be conducted by the Administrator, whose decisions are final and binding, on or about February 11, 2014, February 18, 2014, February 25, 2014, March 4, 2014, March 11, 2014, March 18, 2014, March 25, 2014, April 1, 2014, April 8, 2014, April 15, 2014, April 22, 2014, April 29, 2014, May 6, 2014, May 13, 2013, May 20, 2014 and June 3, 2014. One First Prize Winner will be selected in each of the sixteen (16) weekly First Prize drawings. Odds of winning a First Prize will depend on the total number of eligible entries received at the time of the First Prize drawing in question. The potential First Prize Winners will each be contacted by the Sponsor via phone, email and/or by USPS mail. Limit one (1) First Prize per person per household. The First Prize Winners will still be eligible for the Grand Prize drawing.

The potential Grand Prize Winner will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. The Grand Prize drawing will be conducted on or about June 3, 2014, by the Administrator whose decisions are final and binding. Odds of winning the Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Grand Prize Winner will be contacted by the Administrator via phone, email and/or by USPS mail. If a selected Prize Winner cannot be contacted within three (3) business days after the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining entries.

**GRAND PRIZE & PRIZE CONDITIONS:** There will be **one (1) Grand Prize** and **sixteen (16) First Prizes** awarded. The Grand Prize Winner, upon the Administrator's confirmation of eligibility, will receive a \$10,000 cash award (US/Canadian currency depending on the Winner's country of residence). Each First Prize Winner will receive a home improvement/outdoor living product of the Sponsor's choice (possible prizes: barbeque, retractable screen, patio furniture, etc.). Each First Prize has a maximum Approximate Retail Value ("ARV") of \$500. Total Prize Pool - \$18,000.

By accepting a Prize, the Prize Winners agree to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of the prize in question. The potential Grand Prize Winner will be notified by home-delivered mail, phone, or email, and must sign and return to the Administrator, within ten (10) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if U.S. resident) or a Declaration of Compliance (if Canadian resident) in order to claim his/her prize.

**Note: The Affidavit sent to a US potential winner will require that the winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Prize Winners will each be responsible for all taxes associated with the receipt of the prize. The Grand Prize Winner must note that the value of the accepted prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the prize and the Winner is solely responsible for all matters relating to the prize after it is awarded (applicable only if the Grand Prize Winner is a U.S. resident). If a prize or prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Grand Prize Winner cannot be reached via phone within three (3) business days from the first notification attempt, if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected for the Prize at issue.

A potential (Canadian) Prize Winner must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by mail or telephone. If the potential Winner fails to correctly answer the question he/she will be disqualified and another Entrant will be randomly selected. The potential Prize Winner who correctly answers the skill-testing question will be notified by telephone and/or mail and/or email at the Sponsors' discretion using the contact information provided at the time of entry. If the potential winner is determined to be less than the age of majority in his/her province of residence, then the potential winner will be disqualified and an alternate winner will be selected in their place.

**GENERAL:** By accepting a Prize, where permitted by law, the Prize Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Prize Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <http://www.phantomcreens.com/privacy/>. By participating in the Sweepstakes and providing any personal information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any Prizes awarded, shall be

resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. To the extent permitted by law, any dispute arising from this Contest shall be governed by and construed in accordance with the laws of the Province of British Columbia, without reference to its conflict of law principles, and the entrants consent to the personal jurisdiction of the courts located in Abbotsford, British Columbia and agree that such courts have exclusive jurisdiction over all such disputes. 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

**WINNERS LIST REQUEST:** To request confirmation of the names, cities, and states of residence of the Prize Winners, please send a self-addressed, stamped business size envelope, by August 3, 2013, to: ASC/Phantom "\$10,000 Backyard Makeover" Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.