

## **Silgan Closures Free Closures for a Year Contest**

### **Official Contest Rules**

**ELIGIBILITY:** To enter the "Free Closures for a Year" Contest (the "Contest"), you must, at the time of entering, be: (a) a citizen of, or a lawful permanent resident of, the United States; and (b) eighteen years of age or older. Contest is void where prohibited by law or otherwise restricted. Employees of Silgan Closures (the "Sponsor") and its affiliated companies, parents, subsidiaries, service partners, and advertising and Contest agencies (collectively, "Contest Entities"), and their IRS dependents, immediate families (*i.e.* parents, children, siblings, spouse) and members of their households (whether related or not) are ineligible to participate in this Contest.

**HOW TO ENTER:** NO PURCHASE IS NECESSARY. Between September 1, 2019 and April 30, 2020 (the "Contest Period"), visit [www.freeclosuresforayear.com](http://www.freeclosuresforayear.com) and fill out the "concept form" and tell us about your food product concept. All entries must be received by midnight Central Standard Time on March 31, 2020.

### **CONCEPT ENTRY REQUIREMENTS:**

Food Concepts must (a) be original; (b) must utilize or be able to utilize an existing Silgan closure located at on the Silgan Closures website located at [www.freeclosuresforayear.com](http://www.freeclosuresforayear.com).

### **WINNER SELECTION & NOTIFICATION:**

Once a Concept is submitted, the Concept will be provided to Datassentials where the Concept will be consumer tested. Once Datassentials has completed consumer testing, the consumer testing data will be provided to Silgan for final judging. Datassentials ranks Concepts using its proprietary consumer testing methodology.

Silgan will then review each eligible Concept and select the top three (3) Concepts based on the Datassential ranking and its own panel of trend experts.

Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be submitted for voting or considered for prizes.

Sponsor makes the final determination as to which entries are eligible to take part in this Contest and be considered for voting and Sponsor's decision shall be binding.

### **PRIZES:**

The three (3) winners will each receive one year (up to a one half million) of the stock closure of their choice from Silgan Closure's closure catalog. Each winner may place orders for the closures over a twelve month period after being announced as a winner. Prizes are non-transferrable and cannot be redeemed for cash.

SPONSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRIZES, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRIZES.

**WINNER NOTIFICATION:** Each selected winner will be notified via email. Winners will be required to complete and return an Affidavit of Eligibility, IRS W-9 form, and Release of Liability/Publicity within thirty (30) to forty-five (45) days of notification. If such documents are not returned within the specified time period, prize or prize notification is returned as undeliverable, Sponsor is unable to contact potential winner or potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected.

**CONDITIONS:** All federal, state or other tax liabilities (including income taxes) arising from this Contest will be the sole responsibility of the winner. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Sponsor to use said winner's name and photograph in all forms of media, in perpetuity, without further compensation. Winning entries and prizes are not transferable; no prize substitutions are allowed except by the Sponsor who reserves the right to substitute prizes with prizes of equal or greater value. The prize cannot be redeemed for cash. The Sponsor, its affiliates and agencies are responsible for prize delivery only.

Incomplete, inappropriate, unintelligible or otherwise non-compliant entries will be disqualified. Entrants who supply negative or inappropriate photos/comments will be disqualified. Entrant must be the rightful owner of the email account used for entry. Entrants are solely responsible for internet connection and usage rates, if any, charged by your internet service provider. In the event of a dispute as to the identity of an entrant, the authorized Facebook account holder or owner of the email address associated with entry will be deemed to be the entrant. HIGH VOLUME OF ENTRIES OR TECHNICAL DIFFICULTIES WITH THE SYSTEM, MAY RESULT IN TEMPORARY INABILITY TO ENTER THE CONTEST SUCH THAT YOUR ENTRY IS NOT RECEIVED IN TIME TO PARTICIPATE OR COMMENTS WILL NOT BE RECEIVED. SPONSOR IS NOT RESPONSIBLE OR LIABLE SHOULD ANY ENTRIES OR COMMENTS NOT BE RECEIVED DUE TO SUCH DELAYS OR TECHNICAL DIFFICULTIES.

**WAIVER:** Contest Entities and Datassentials are not responsible for any technical, mechanical, printing, typographical, human or other error of any kind relating to or in connection with the Contest, including, without limitation, errors which may occur in the administration of the Contest, the processing of entries, the announcement of the prize or any Contest-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest, incomplete, lost, late, stolen, damaged, inaccurate, illegible, misdirected, garbled, delayed or undelivered entries; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. Sponsor reserves the right in its sole discretion, to disqualify any entrant or entry that is in violation of the Official Rules or to cancel, suspend or modify the Contest, and

disqualify any implicated entrant(s), (and their entries) if any fraud, virus, actions by entrants, technical or other error or problem of any kind, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Contest, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor reserves the right, at its sole discretion, to not award any prize.

**NO LIABILITY:** By entering, entrants and the winners agree to comply with all Official Rules as stated and agree to release, discharge, indemnify and hold harmless the Contest Entities and Datassentials, and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the winner, entrants, or any other third parties, related in any way to the operation of this Contest as well as any other claims, damages or liability resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office in Chicago, Illinois; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased.

**WINNER INFORMATION/OFFICIAL RULES REQUEST:** To receive prize winner information or an additional copy of these Official Rules, send a self-addressed, stamped business-size (#10) envelope by October 31, 2018 to: 1140 31st St, Downers Grove, IL 60515. Please specify "Rules" or "Winner Information."