

## GAF-ELK “Success Pays” Essay Contest

### OFFICIAL RULES

#### NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

1. **ELIGIBILITY:** Open to All GAF-Elk Master Elite™ and Certified™ Contractors who are legal residents of the 50 United States and the District of Columbia, 18 years of age and older. Void where prohibited by law. This promotion is governed by US law and is subject to all applicable federal, state and local laws and regulations. Employees of GAF Materials Corp. (Sponsor), its parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and members of the immediate family or household of each are not eligible.

2. **ENTRY:** Promotion begins July 19, 2010 and ends August 2, 2010. A complete entry consists of submission of an essay describing which vendor tool listed in the Tools for Success catalog has benefited you the most. Essays are limited to 50 words or less. Identify which tool you used, describe the situation before using the tool, and detail the positive results you experienced as a result of using the tool. Successful/positive results can be in the form of:

- Cost savings/ expense reductions
- Business operations improvement
- Customer Satisfaction

Email your story to: [alenoir@gaf.com](mailto:alenoir@gaf.com) by no later than Monday, August 2, 2010. Include your name, address, telephone number and contractor ID. Limit one essay entry per person. Entries must have one author only – no co-written or multiple author entries permitted. No responsibility is assumed by Sponsor for lost, late, misdirected, illegible, incomplete, stolen, or mutilated entries or for any computer, online, telephone or technical malfunctions that may occur. All entries become the property of the Sponsor and will not be returned.

3. **PRIZES:** Authors of the top 50 stories will each receive a prepaid card valued at \$100. Approximate retail value: \$100. **ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** Prizes not transferable, except at discretion of Sponsor. Prizes awarded **WITHOUT WARRANTY OF ANY KIND**, express or implied, without limitation. If winner chooses not to accept the prize, an alternate winner will be chosen. All decisions made by the Sponsor regarding winner selection shall be final.

4. **WINNER NOTIFICATION:** Potential winners (award of prize subject to verification) will be sent a notification e-mail within approximately two weeks of the end date. Return of any prize or prize notification as undeliverable, if Sponsor is unable to contact the potential winner after reasonable effort, or failure of potential winner to respond within three (3) days of first attempted notification, will result in forfeiture of prize and selection of an alternate winner. Sponsor reserves the right to disqualify any potential winner who fails to comply with these Official Rules and Sponsor's requests, and award the prize to an alternate winner.

5. GENERAL: The potential winner may be required to sign and return an Affidavit of Eligibility, a Liability Release, a W-9 Form, and, where legal, a Publicity Release, within ten (10) days of first attempted notification. In the event of non-compliance, the potential winner may be disqualified and an alternate winner selected, at Sponsor's sole discretion. By entering, participants (a) agree to be bound by the Official Rules and the decisions of the Sponsor which are final and binding in all respects; (b) agree to release Sponsor, and its employees and agents from any and all liability, loss, damage or injury resulting from participation in this Promotion or awarding, receipt, possession use and/or misuse of any prize awarded herein and acknowledge that Sponsor and its employees and agents 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 any prize including, but not limited to, its quality, mechanical condition or fitness for a particular purpose; and (c) consent to use of his/her name, photograph and/or likeness for advertising and promotional purposes in connection with this Promotion without additional compensation, unless prohibited by law.

6. INTELLECTUAL PROPERTY: All submissions must be original works. By submitting an entry, you represent and agree that your submission will not infringe upon the intellectual property rights of any third party. All submissions and all information contained therein, including the copyright and all other intellectual property rights, become the property of Sponsor and will not be acknowledged or returned. By submitting a submission, you irrevocably assign to Sponsor all right, title, and interest in your submission in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade. The rights granted under this paragraph shall extend to all submissions and all other submitted materials related to the Promotion, including those submitted by non-winners and winners. By submitting a submission, you grant to Sponsor and its affiliated companies, the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical information and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor and its products or services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all entrants in the Promotion, including non-winners and winners.

7. INTERNET: Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Promotion should a virus, bugs or other causes beyond the control of the Sponsor corrupt the administration, security or proper play of the Promotion. In such event, the prize will be awarded by Sponsor from among eligible entries received up to the date/time of corruption or modification, to the extent feasible. Sponsor is not responsible for late, lost, incomplete, or misdirected entries; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; problems downloading entries from the web site; or for any other technical problems related to web site entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or

programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of the entries in the Promotion. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute, entries will be declared made 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.

8. DISPUTES: This Promotion is governed by the laws of the United States and the State of New Jersey, without respect to conflict of law doctrines. As a condition of participating in this Promotion, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with entering), and participant further waives all rights to have damages multiplied or increased.

9. WINNER INFORMATION: For a list of winners, send a self addressed, stamped envelope to "Essay Contest Winners List Request", GAF Materials Corporation, 1361 Alps Road, Wayne, NJ 07470.

10. SPONSOR: The sponsor of this promotion is GAF Materials Corporation, 1361 Alps Road, Wayne, NJ 07470.