## The 2017 Orange Honors Scholarship Essay Contest presented by The Home Depot®

## **Official Contest Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

Neptune Holdings, Inc. its subsidiaries and affiliated companies (together, the "Company"), will conduct the 2017 Orange Honors Scholarship Essay Contest (the "Contest") as described in these Official Contest Rules, and by participating, each participant agrees as follows:

Description of Contest/Participation:

- 1. DATES OF CONTEST: Contest will run from June 7, 2017 July 12, 2017 (the "Contest Period").
- 2. ELIGIBILITY: All contestants must be legal residents of the 48 contiguous United States or the District of Columbia who are eighteen (18) years of age or older. Directors, officers, agents and/or employees of Company, Sponsor, and each of their respective parents, subsidiaries, affiliated entities, and their advertising and promotional agencies, and the members of their immediate families are ineligible to participate or win. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren and any other person residing within the same household. Clients of Company (except retail customers) are also

ineligible to participate or win. Contestant must be an active duty U.S. service member or active reservist. The winning contestant must use the prize towards tuition/fees for an Associate's degree or higher.

- 3. HOW TO ENTER: Go to www.militaryspouse.com/contests to enter the Contest by submitting a 750- 1,250 word essay on how an educational scholarship 7739332v1
- would change your life, and benefit your local community! Only one entry per person and any prize awarded in the Contest will only be made to the Contest entrant. You must enter by 5:00pm EDT on July 12, 2017.
- 4. HOW TO PLAY: Beginning on June 7, 2017, enter by completely filling out the dedicated form on www.militaryspouse.com/contests for the Contest with name, address, phone number, email address, and photo. Note: the submitted essay must be in MS Word or a compatible format and between 750 and 1250 words in length. Winner will be selected out of all the entries and contacted via email or phone. On or around 5:00pm July 13th, 2017, ten (10) finalists will be selected out

of all valid entries by a panel of selected judges from Home Depot Product Authority, LLC. (the "Sponsor") and/or the Company. A Grand Prize Winner will then be selected from such finalists by a panel of judges from Sponsor and/or the Company on or about July 31, 2017. The criteria used to select the ten (10) finalists and the Grand Prize Winner will be the overall quality of the submissions in the sole opinion of the judges.

5. PRIZE; ODDS OF WINNING: One (1) Grand Prize will be awarded. Grand Prize:

One scholarship award in the amount of Ten Thousand Dollars (\$10,000.00 USD) will be awarded to the one grand prize winner. Payment will be sent via certified check directly to the college/university where the student is/will be enrolled. No secondary winners will be chosen.

Total Prize Value: \$10,000.00 USD

Prize is being provided by Sponsor and will be awarded pending verification of eligibility.

Prize is non-transferable; no substitutions are permitted. Winner must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) business days of being notified or prize will be forfeited. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award any prize, in its sole discretion. Prize will be mailed to the winner's college/university upon 7739332v1

verification of eligibility. Winner assumes the risk of its loss. The Company is not responsible for the safe arrival of the prize but will issue another check (minus the check cancellation fees) if check is cancellable and the Company is notified by winner within thirty (30) days that the winner's college/university did not receive the check.

Odds of winning are dependent on the number of entries received. 7739332v1

- 6. By participating, where allowed by law, all participants and the winner grant the Company and Sponsor exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests, or for any other purposes as indicated below, via any medium, and waive any claims to royalty, right, or remuneration for such use.
- 7. Consumer Created Content. By submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the Company or Sponsor under any fiduciary or other obligation, that the Company

and/or Sponsor is free to disclose such content on a non-confidential basis to anyone or otherwise use such content in any way and via any medium, without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the Company and Sponsor do not waive any rights to use similar or related ideas previously known to Company or Sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the Company and Sponsor a perpetual, worldwide, non-exclusive, royalty free, sub-licensable (through multiple tiers) right and

license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

8. Winner is responsible for all federal, state and local taxes in conjunction with said prize(s). Any additional costs related to the prize incurred, as a result of accepting said prize is solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form

W-9 with the winner's full Social Security Number or the equivalent. The winner will receive a 1099 IRS Tax form for the value of the Grand Prize as stated in these Official Contest Rules.

- 9. All decisions of the Company and/or Sponsor are final. 7739332v1
- 10. The Company and/or Sponsor reserves the right to amend the Official Contest Rules at any time.
- 11. The Company and Sponsor disclaim all liability for any delays, loss, or failure in the proper delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company and Sponsor are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or telephone related to or resulting from participating in or downloading any information necessary to participate in the Contest.
- 12. The re-sale or auction of the Contest prize may result in disqualification for all future Company and/or Sponsor contests or promotions.

- 13. The Company and Sponsor are not responsible for typographical or other errors in the printing, the offering or the administration of the Contest or in the announcement of the prize.
- 14. By participating in Contest and/or accepting a prize, the winner releases the Company, its licensee, Military Spouse Magazine, Sponsor, and each of their respective parents, subsidiaries, and affiliated entities, agents, employees, officers, shareholders, suppliers and retailers and their advertising, contest and production companies and agencies from any and all liability for any loss, harm, damages, cost or expense, including without limitation property damage, personal injury and/or death, arising out of playing the Contest or the acceptance, ownership or use of prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.
- 15. By participating in the Contest, participants agree to be bound by the decisions of Company and Sponsor personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means (i.e. "inside information," spamming, etc.) will be disqualified.

Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these Official Contest Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Contest Rules or the Contest and the Company's and/or Sponsor's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company or Sponsor, the Company and/or Sponsor reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company or Sponsor deems appropriate. The Company and /or Sponsor further reserves the right to cancel, terminate, suspend, or modify the Contest if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized interventions or technical failures of any sort. All decisions will be made by the Company and/or Sponsor, as applicable, and are final. The Company and/or Sponsor may waive any of these Official Contest Rules in its sole discretion. 16. The Company and Sponsor reserve the right to change or discontinue the Contest at any time and/or to extend the end date. If the Contest is changed or discontinued, the Company and Sponsor assume no liability of any kind to any participant in the Contest. The Company and Sponsor reserve the right in each of their sole discretion to modify the Official Contest Rules and dates at any time

for any reason. Material modifications shall be announced on-air, when

practical. By participating in this Contest, you agree to be bound by these Official Contest Rules and any modifications thereof, and by all other rules imposed by Company and/or Sponsor. If due to circumstances beyond the control of Company and Sponsor any event associated with this Contest or the prize is delayed, rescheduled, postponed or cancelled, Company and Sponsor reserve the right, but not the obligation, to cancel or modify the Contest and shall not be required to award a substitute prize.

- 17. These Official Contest Rules are in addition to, and complement, any rules said or posted that govern contests on the Contest website, and the Sponsor's Privacy Policy (http://www.homedepot.com/c/Privacy\_Security). In the event of any discrepancy between these Official Contest Rules and the Company's General Contest Rules or Sponsor's Privacy Policy as posted or otherwise disseminated, these Official Contest Rules shall supersede.
- 18. Official Contest Rules may be viewed on the Internet at www.militaryspouse.com/contests. The list of winners will be posted online when complete.
- 20. No purchase necessary. Void where prohibited.

Sponsor: Home Depot Product Authority, LLC. 2455 Paces Ferry Rd SE, Atlanta, GA.

30339- -1834

Phone Number. 1-800-466-3337

Contest Company: Neptune Holdings, Inc. 420 Rouser Rd. Bldg 3. Ste. 101 Moon,

PA 15108

Phone Number: (412)269-1663

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