

**Hearthmark, LLC Ball Canning Pinterest Sweepstakes  
Official Rules**

**Ball Canning Spring 2014 Pinterest Sweepstakes –**

Details of rules and regulations

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The Ball Canning Spring 2014 Pinterest Sweepstakes consists of one (1) grand prize drawing. The Promotion will commence at 10:00:00 AM Eastern Time (“ET”) on 4/15/2014 (the “Start Date”) and end at 11:59:59 PM ET on 05/06/14 (the “End Date”) (collectively, the “Promotion Period”).

- 1. Eligibility:** The Ball Canning Spring 2014 Pinterest Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States who are at least eighteen (18) years of age. Employees, officers and directors of Hearthmark, LLC, Jarden Corporation, or 360 Public Relations, LLC (“Sweepstakes Administrator”), or other companies associated with the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such individual are not eligible to enter. Groups, clubs, organizations, commercial entities, and businesses are not eligible to participate. The Sweepstakes is void where prohibited by law and is subject to all applicable federal, state and local laws and regulations.
- 2. Sponsor:** The Sweepstakes is sponsored by Hearthmark, LLC, 14611 West Commerce Road, Daleville, IN 47334 (“Sponsor”).
- 3. Agreement to Official Rules:** By entering the Sweepstakes, you indicate your full and unconditional agreement to, and acceptance of: (a) these Official Rules and (b) Sponsor’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrant acknowledges that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Pinterest, however Pinterest’s Terms apply. Each participant understands he or she is providing information to Sponsor and not to Pinterest.
- 4. Entry Period:** The Sweepstakes for the grand prize begins at 10:00 AM EST on 4/15/2014 and ends at 11:59 PM EST on 05/06/14. Entries submitted before or after the Entry Period are not eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
- 5. How to Enter:** Visit the “Spring Green” board at [www.pinterest.com/BallCanning](http://www.pinterest.com/BallCanning) and follow the instructions to enter. Create your own “Spring Green” Pinterest board and pin your own favorites from our “Spring Green” board as well as your own favorite crafts, recipes, décor, artwork, and whatever else you love inspired by the color green. Tag each pin with “#heritagecollection”. Fill out the entry form at <http://www.freshpreserving.com/PinterestContest.aspx> to record your entry into the sweepstakes. One (1) entry per user per day.
- 6. Representations and Warranties:** By submitting an entry, you represent and warrant that the entry complies with all requirements of these Official Rules.
- 7. Drawing:** For the grand prize Sweepstakes, Sponsor will select (1) potential winner to receive the grand prize in a random drawing from all entries received during the entire Promotion Period. The odds of being selected depend on the number of total eligible entries received during the Sweepstakes period.
- 8. Notification and Requirements of Potential Winners:** Sponsor will attempt to notify potential winner within five (5) business days of the date of selection, in English only, via email. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility/prize release form in

which he/she irrevocably assigns and transfers to Sponsor any and all rights, title, and interest in his or her Entry, including, without limitation, all copyrights and trademark rights, and waives all moral rights in the Entry. Potential winner must respond within 5 business days of the date on which notice is sent to them, or else the prize is forfeited. If a prize is forfeited, no alternative winners will be selected. All guests must sign publicity and liability releases before prize will be awarded. All taxes are the responsibility of the winners.

**9. Grand Prize Drawing:** Exactly one grand prize will be awarded, to be determined by random drawing of all entries received during the Promotion Period, and that drawing will be conducted by Sponsor or Sponsor's designated agent, on or about 05/08/2014, or as soon thereafter as reasonably practicable. Odds of winning the grand prize will depend on the total number of eligible entries received.

Grand prize will consist of the following:

- One (1) gift card for \$500.00 to Ace Hardware and 1 case each of the Heritage Collection Spring Green Pint jars and Heritage Collection Spring Green Quart jars.

**10. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes according to the procedures set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it believes or suspects is tampering with or compromising the entry process, the operation of the Sweepstakes or is acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to take steps to stop such activity and recover costs and damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail or any other method shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

**11. Release and Limitations of Liability:** By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, Sweepstakes Administrator, Pinterest, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (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) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury 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 or use of any prize. You further agree 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 or other costs associated with such action. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY**

**FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF ABOVE LIMITATIONS MAY NOT APPLY. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS.**

**12. Rights granted to Sponsor:** Any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor's Privacy Policy. Except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to Sponsor's use of his/her name, likeness, image, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration. You represent that all materials you submit are original and have not been previously published, or that consent to use them has been obtained; that they do not infringe upon the rights of others; and that you have the right to grant to Sponsor the right to use the materials.

**13. Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Delaware. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Delaware, without giving effect to any choice of law or conflict of law rules (whether of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Delaware.

**14. Results:** Winners will be notified via email only.

**15. Winners List:** For the names of Sweepstakes prize winners, mail a stamped self-addressed envelope to: Ball Canning Spring 2014 Pinterest Sweepstakes, 360 Public Relations, LLC, 140 Clarendon Street, Boston, MA 02116. Request must be received by 05/13/14. Allow 6 weeks for fulfillment of request.