

**Duck® Brand Duct Tape “Stuck at Prom®” Contest
Liability and Publicity Release and Consent**

1. I was at least 14 years old on March ____, 2009. If I was not 18 years old on March ____, 2009, parent or guardian by his or her signature below, represents and warrants that he/she is signing this Liability, Publicity Release and Consent on behalf of minor (“Release”).
2. From the time I entered the “Stuck at Prom” Contest (“Contest”) and continuing until the present, neither I, nor any member of my immediate family (parent or siblings), nor any individual living in my household, was an employee of Henkel Corporation (“Sponsor”), its parent, subsidiary and affiliated companies, prize suppliers, or advertising and promotion agencies.
3. I acknowledge that, at the time I entered the Contest, I agreed to be bound by the Official Rules of the Contest.
4. I hereby grant to Sponsor, the right to use, publish, and reproduce, for all purposes, including publicity, promotion, and advertising, in any media, online or offline, my name, city and state of residence, photograph, likeness, and image, including the photograph entry I have submitted, and I further represent that I am the owner of the photograph submitted (collectively, “Publicity Materials”).
5. I waive any right I may have to inspect or approve the Publicity Materials, or the advertising or other copy that may be used in connection therewith or the use to which the Publicity Materials may be applied. I grant to Sponsor all right, title, and interest in any finished photographs, pictures, negatives, reproductions, and copies of the original print, and further grant Sponsor the right to give, sell, transfer and exhibit the print in copies or facsimiles thereof, for advertising purposes, as it deems fit.
6. I understand and expressly agree that my Contest Entry and Duct Tape Prom Attire (as defined in the Official Rules) will not infringe upon the intellectual property rights of any third party, including by way of example and not by limitation, any copyright, trademark or patent rights belonging to any third party.
7. I, on behalf of myself, my relatives, heirs, assignees, executors and administrators, hereby agree: (i) that the decisions of Sponsor shall be final in all respects, including without limitation all decisions regarding eligibility, Contest entry compliance with the Official Rules, judging, judging criteria verification of winners, award of prizes and the general administration of the Contest; and (ii) to release and to forever hold harmless Sponsor, its parent, subsidiary and affiliated companies, prize suppliers, advertising and promotion agencies, independent contractors and each of them and their respective officers, directors, shareholders, members, agents and employees (“Released Parties”) from all liability, loss, personal injury or death, use of Publicity Materials or damage to reputation or of any kind attributable in whole or in part, directly or indirectly, to my participation in the Contest or acceptance and/or use of any prize award.
8. In addition, and without limiting the foregoing, I agree to indemnify and hold harmless the Released Parties against any loss, damage, or expenses, including court costs and reasonable attorneys fees, that any of them suffer as a result of any act or omissions by me in connection with this Contest, my receipt of any prize award, and any representations made in this Release. In addition, and without limiting the foregoing, I agree to return or forfeit any prize award, as the case may be, if any representation made herein is false.
9. I understand that this is a full, complete, and general release that applies to all claims, whether known or unknown, related to this Contest, to any prize award, and to my participation in this Contest, and I hereby waive any right to challenge this Release on the grounds that it is a general release and/or a release of unknown claims.

10. I acknowledge and agree that I am solely responsible for all taxes on any prize award, if any, that any prize award is non-transferable, and that a substitute prize award will not be awarded.

11. I have read, fully informed myself of, and fully understand all of the terms and conditions of this Release, and, except as expressly stated in the Official Rules of the Contest, no promise or representation of any kind has been made to me by the Released Parties purporting to act on behalf of the Released Parties.

12. The invalidity or unenforceability of any provision herein shall not affect the invalidity or unenforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable, this Release shall be construed in accordance with its terms as if the invalid or unenforceable provision was not contained herein.

13. Except where prohibited, I agree that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by me with regard to the Contest, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of entrants and the Released Parties in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio.

Signature: _____ Address: _____ City, State, Zip: _____

Name: _____ Age: ____ (as of March __, 2009) Telephone: _____

Date: _____

RELEASE AND CONSENT OF PARENT OR GUARDIAN OF MINOR CHILD

I represent that I am the parent or guardian of the minor named above and have the legal authority to grant and execute this Release. I hereby expressly agree with all representations, statements and terms and conditions within this Release and the Official Rules and further understand and expressly agree that this Release binds me and the minor to all the terms contained in this Release and the Official Rules.

Witness Signature: _____ Parent/Guardian Signature: _____

Witness name: _____ Date: _____ Parent/Guardian Name: _____ Date: _____