



[www.HardieSidingSweepstakes.com](http://www.HardieSidingSweepstakes.com)

1-866-3-HARDIE

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

Age

21-30

31-40

41-50

51+

Phone (     ) \_\_\_\_\_

E-mail \_\_\_\_\_

Year home was built: \_\_\_\_\_ Current siding on home:  wood  vinyl  brick  stucco  other

I have read and agree to be bound by the Official Rules of the Beautify Your Home Sweepstakes.

Yes  No

I agree that James Hardie may contact me by telephone (even if I have listed my phone number(s) on any state or federal Do Not Call Registry).  Yes  No

Please provide me with promotional offers from James Hardie.  Yes  No

SEE REVERSE SIDE FOR OFFICIAL RULES

## James Hardie® “Beauty Your Home” Sweepstakes Official Rules

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN GRAND PRIZE. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**
  - 2. ELIGIBILITY:** The James Hardie “Beauty Your Home” Sweepstakes is open to Colorado residents who reside in Denver, Arapahoe, Adams, Douglas, Broomfield, Boulder and Jefferson Counties (the “Promotion Area”) and who are 21 years of age or older at the time of entry. Entrants must be the legal owner of and occupying a residential single family detached home in the Promotion Area having vinyl, wood or aluminum siding, having wood frame construction with stud spacing no greater than 24 inches on center and which complies with the installation requirements set forth in the James Hardie® HardiePlank® Lap Siding Installation Instructions (“HardiePlank® Installation Requirements”). Brick, stucco and asbestos siding are expressly excluded from eligibility in the Sweepstakes. For a copy of the HardiePlank® Installation Requirements, log onto [http://www.jameshardie.com/homeowner/help/support\\_instructions.shtml](http://www.jameshardie.com/homeowner/help/support_instructions.shtml) or send a self-addressed, stamped envelope to James Hardie® Beauty Your Home Sweepstakes, James Hardie Building Products, Inc., 26300 La Alameda, Suite 400, Mission Viejo, CA 92691.  
Employees, retirees, and agents of James Hardie Building Products, Inc. (“Sponsor”) (including their families and persons living in their households) and each of their parents and affiliates, agents, distributors, wholesalers and retailers, and members of such employees’ immediate families and individuals living in the same household with such employees, are not eligible to win.
  - 3. TO ENTER:** There are two ways to enter:
    - A. Log onto the website: <http://www.hardiesidingsweepstakes.com> during the Promotion Period and follow the instructions to complete the sweepstakes entry form, including your name, address, zip code, age, day and evening phone numbers, e mail address and the year the home was built. Online entries must be received by 6:00 p.m. MDT on August 31, 2009.
    - B. Visit a James Hardie® Siding Center store (see locations identified below) during the Promotion Period and receive a tear off entry form, print your name, address, zip code, age, day and evening phone numbers, and the year the home was built, sign the form and then mail the card in a stamped envelope to James Hardie Building Products, Inc., 26300 La Alameda, Suite 100, Mission Viejo, CA 92691. The entries must be postmarked by August 31, 2009. James Hardie® Siding Centers are located at (i) Lakewood City Commons, 437-C South Wadsworth, Lakewood, CO 80226 and (ii) 14135 E 42 St, Denver, CO 80239.
- Promotion begins at 12:00:00 a.m. MDT on June 1, 2009 and ends at 6:00 p.m. MDT on August 31, 2009 (“Promotion Period”). All entries become the exclusive property of Sponsor and will not be acknowledged nor will they be returned. Limit one entry per household regardless of means of entry used.
- 4. PRIZE AND CONDITIONS FOR AWARDING PRIZE:** One (1) Grand Prize (“Grand Prize”) will be randomly awarded to one (1) winner. The Grand Prize is: One (1) exterior home makeover using 2,000 square feet of James Hardie® HardiePlank® Color Plus® fiber cement siding in one of 20 locally available colors, including labor and installation plus James Hardie® XLD Corner Trim (“Siding”). No cash substitution or payment is permitted if Grand Prize winner’s home requires less than 2,000 square feet of James Hardie® HardiePlank® Color Plus® cement siding. Grand Prize does not include, by way of example and not by limitation, replacement of window trim, additional accent trim beyond inside/outside corner post, soffit and fascia, porch soffit, or accessories such as shutters, vents, light blocks, decorative molding, posts and excludes painting and/or touching up anything other than the Siding. Approximate Retail Value (ARV): \$24,000. The Grand Prize winner will receive a voucher for the Grand Prize, and the Grand Prize winner must make arrangements with James Hardie® to accept delivery and installation of the Grand Prize during normal business hours no later than 12 months from the date of prize notification. James Hardie® HardiePlank® Color Plus® fiber cement siding specifications, delivery and installation for the Grand Prize are the at the sole and complete discretion of James Hardie®. James Hardie® is not responsible for any pre-existing condition or defect existing on, within or in connection with the potential Grand Prize winner’s home, including by way of example and not by limitation, water or other weather damage, pests, wear and tear, construction or repair defects (“Pre-existing Condition”), and James Hardie® shall neither be required to repair any damage relating to any Pre-existing Condition, nor shall it be liable for any cost to repair any damage relating to any such Pre-existing Condition. Grand Prize winner is responsible for any and all Homeowners’ Association and/or Architectural Review Board approvals if applicable. Grand Prize winner is responsible for obtaining any and all permits necessary or otherwise required to install the Grand Prize. Failure to comply with these Official Rules shall result in forfeiture of the Grand Prize.  
Winner is responsible for all applicable taxes incurred by winning the Grand Prize. Sponsor will provide the Grand Prize winner with an IRS Form 1099 for the value of the Grand Prize. Winner is responsible for any applicable fees and all insurance, federal, state and local taxes, if any, and incidentals and any other unspecified expenses associated with acceptance or use of the Grand Prize. Grand Prize installation is provided “as is” and without any warranty of any kind. Grand Prize is non-transferable. No cash redemption or prize substitution allowed by winner, including by way of example and not by limitation, use of less than 2,000 square feet of Siding. James Hardie reserves the right to substitute a prize of equal or greater value if the Grand Prize is unavailable and/or undeliverable for any reason in the sole and complete discretion of Sponsor.
- 5. PRIZE DRAWING:** One Grand Prize winner will be selected at random by Sponsor on September 14, 2009. The Grand Prize winner will be notified by phone, e mail and United States Postal Service overnight delivery service. The Grand Prize winner must provide a valid I.D., proof of home ownership, proof of home owner’s insurance, and Social Security number, and sign an Affidavit of Eligibility, Liability and Publicity Release, each of which must be completed, signed and returned within fourteen (14) days from date of issuance, or the Grand Prize will be forfeited and awarded to an alternate winner. If the Grand Prize notification or attempted notification is returned as undeliverable, the Grand Prize will be forfeited and may be awarded to an alternate winner. By accepting the Grand Prize, winner acknowledges compliance with these Official Rules.
- 6. ODDS:** Odds of winning depend upon the number of eligible entries received.
- 7. OFFICIAL RULES:** Official Rules may be obtained by (i) logging onto the website, <http://www.hardiesidingsweepstakes.com>, (ii) by sending a self-addressed, stamped envelope to James Hardie® Beauty Your Home Sweepstakes, James Hardie Building Products, Inc., 26300 La Alameda, Suite 400, Mission Viejo, CA 92691.
- 8. OTHER CONDITIONS:** All federal, state and local laws and regulations apply. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor’s sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (if any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Sweepstakes is otherwise not capable of running as planned. By entering, entrants agree to release and hold harmless Sponsor and it’s parent, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, contractors, sub-contractors, and each of the foregoing entities’ employees, officers, directors, shareholders and agents (collectively the “Released Parties”), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance, delivery, or use of any prize, including without limitation, a Grand Prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) typographical or other errors in the printing of the promotion materials or the offering or announcement of the prizes; (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, (iii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iv) communications line, hardware and/or software failures, (v) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, (vi) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vii) entries which are late, lost, stolen, damaged, illegible and/or unintelligible (or any combination thereof). By entering, entrants agree to comply with these Official Rules. Any entrant who attempts to tamper with this Sweepstakes in any way shall be disqualified. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. “Authorized Account Holder” is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.
- 9. PUBLICITY RELEASE:** By entering this sweepstakes, entrants agree that James Hardie Building Products, Inc. may use entrant’s name and home photograph on James Hardie Building Products, Inc. websites without compensation, credit or right of review or approval. Acceptance of the Grand Prize constitutes winner’s consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including online, offline and radio), Grand Prize winner’s name, city, photograph, likeness, voice, image, residence (both before and after receipt of the Grand Prize) including any photos submitted, in perpetuity without further compensation, credit or right of review or approval.
- 10. ARBITRATION/CHOICE OF LAW:** Except where prohibited, participants agree that any and all disputes, claims and causes of action arising out of or connected with this sweepstakes 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 entrant with regard to this sweepstakes, but in no event attorneys’ fees, punitive, incidental, consequential or other damages. All issues and question concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the sweepstakes shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions (whether of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Colorado. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 11. WINNER LIST:** For the winner list, send a self-addressed, stamped envelope by September 14, 2009 to: James Hardie® Beauty Your Home Sweepstakes, James Hardie Building Products, Inc., 26300 La Alameda, Suite 400, Mission Viejo, CA 92691. The name of the Grand Prize winner will be posted at <http://www.hardiesidingsweepstakes.com> on or before September 30, 2009.
- 12. SPONSOR:** James Hardie Building Products, Inc., 26300 La Alameda, Suite 400, Mission Viejo, CA 92691