



## UNITED STATES PRIZE PROMOTION TERMS AND CONDITIONS

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

1. SPONSOR. Scott Technologies, Inc. d/b/a Scott Safety, 4320 Goldmine Road, Monroe, North Carolina, 28110 (“Sponsor”).
2. PROMOTION. The title of the promotion is [Scott Sight Contest] (“Promotion”).
3. PRIZE.
  - 3.1 The prize is Scott Sight and an AV-3000 HT facepiece (“Prize”) and 9 are available to be won, with an approximate retail value of \$1,800 each.
  - 3.2 All Prizes are subject to availability. Prizes are not transferable and cannot be assigned or redeemed for cash or substituted, except that Sponsor may substitute an award of equal or greater value if a Prize is not available.
  - 3.3 All taxes on prizes, if any, are the sole responsibility of the participant. If taxes on personal income exist for the prize, the taxes will be the responsibility of the winner. Any value added taxes will be paid by Sponsor.
  - 3.4 The Prize will only be given to the winner of the Promotion.
4. ELIGIBILITY.
  - 4.1 The Promotion is open solely to participants who are legal residents of the United States (but excluding Florida and New York residents) or Canada (but excluding Quebec residents, and Canadian residents must perform a brief skills test), who possess valid identification, are at least 18 years old the day of registering for the Promotion,.
  - 4.2 In addition to the limitations noted above, the Promotion is **NOT** open to:
    - (a) Employees of the Sponsor or its holding or subsidiary companies;
    - (b) Employees of agents or suppliers of the Sponsor or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
    - (c) Members of the immediate families or households of (a) and (b) above.

4.3 In entering the Promotion, you confirm you are eligible to do so and eligible to claim the Prize. The Sponsor may require proof of eligibility from any Prize winner.

4.4 You may enter as often as you like. Entries on behalf of another individual will not be accepted and joint submissions are not allowed.

4.5 Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules, in a disruptive manner, or contrary to the spirit or intention of the Promotion.

4.6 Entries to the Promotion will not be acknowledged or returned.

4.7 The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

4.10 This Promotion will be governed by and construed in accordance with the laws of the State of Indiana.

5. ENTRY PERIOD. The Promotion begins on April 26, 2018 at 11 AM EST and ends on April 27, 2018 at 3:59 PM EST (the "Entry Period"). Entries received prior to or after the Entry Period will be disqualified. During the entry period, there will be nine drawings, at 1 pm, 2 pm and 3 pm on April 26; and 10 am, 11 am, noon, 1 pm, 2 pm and 3 pm on April 27. Each entry will only be eligible for the next drawing after the time of the entry, and new entries must be submitted to be eligible for subsequent drawings.

6. PROMOTION ENTRY.

6.1 During the Entry Period, eligible individuals must register for the Promotion by electronically submitting a fully completed entry form through the ScottSight.com website.

6.2 Sponsor will **NOT** accept:

(a) Responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) Proof of posting or transmission as proof of receipt of entry to the Promotion.

6.3 Any attempt to register via any other method is void.

6.4 Participation in the Promotion constitutes your full and unconditional agreement to these Official Rules and to be bound by these terms and conditions.

6.5 Please see [ScottSight.com](http://ScottSight.com) for a copy of this Promotion terms and conditions.

## 7. DRAWINGS.

7.1 On or about April 26 and 27, Sponsor or its agent will select the name of nine (9) potential winners in random drawings of all eligible entries received during the Entry Period. Odds of winning the Prize depend on the number of eligible entries received for the applicable Promotion.

7.2 The potential winner of the Promotion will be announced on April 26 and 27. The potential winner of the Promotion must be present [WHERE?] at the time of the drawing. Prior to awarding the Prize, Sponsor reserves the right to verify potential winner's compliance with the eligibility requirements and other terms and conditions stated herein.

7.3 If the potential winner is not present at the time of drawing, Sponsor reserves the right to select an alternate potential winner from the entries that were received during the Entry Period.

7.4 The Prize may not be claimed by a third party on your behalf.

7.5 Sponsor does not accept any responsibility or liability if, for any reason, the potential winner is unable to take possession of the Prize.

7.6 The decision of the Sponsor is final and no correspondence or discussion will be entered into after the announcement of the potential winner.

7.7 For the results of the drawing, send a self-addressed, stamped envelope to Scott Technologies, Inc. d/b/a Scott Safety, 4320 Goldmine Road, Monroe, North Carolina, 28110. All requested must be received by May 1, 2018.

8. TRANSFER OR RESELL OF PRIZE. Prizes are non-transferable. Except as permitted in writing by Sponsor, the winner shall not directly or indirectly sell the Prizes to any third party. If for any reason winner fails or refuses to comply with this section, the winner assumes all liability for non-compliance, including but not limited to any applicable international trade compliance laws, any applicable tax liabilities, and the like.

9. LIMITATION OF LIABILITY.

9.1 By participating in the Promotion, you agree to release and hold harmless Sponsor, its parent and related companies, and each such company's respective officers, directors, employees, attorneys, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any Prize, including, but not limited to:

(a) Unauthorized human intervention in the Promotion;

(b) Technical or printing errors;

(c) Lost, late, postage-due, misdirected or undeliverable mail or email;

(d) Errors in the administration of the Promotion or the processing of entries;

(e) Injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion; or

(f) Injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part from your receipt or use of any Prize.

9.2 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 Promotion, and in no event shall the Released Parties be liable for attorneys' fees.

10. DISPUTES. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in United States and North Carolina. All issues and questions concerning these Official Rules, your rights and obligations, or Sponsor's rights and obligations shall be governed by the laws of United States and North Carolina without giving effect to any choice of law or conflict of law rules.

11. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS.

All Promotion entries and any accompanying material submitted to the Sponsor will become the property of the Sponsor on receipt and will not be returned.

12. DATA PROTECTION AND PUBLICITY.

12.1 Entrants' personal information will be treated in accordance with Sponsor's privacy policy, which is available at [www.scottsafety.com](http://www.scottsafety.com) under Privacy Statement.

12.2 By participating in the Promotion you acknowledge and consent to the collection and use of personal information by Sponsor and Sponsor's affiliates for legitimate business purposes including but not limited to marketing efforts.

12.3 By participating in the Promotion, you agree to participate in any reasonable publicity required by the Sponsor.

12.4 Unless prohibited by law, acceptance of the Prize constitutes permission for Sponsor to use winners' name, picture, likeness, town or county of residence, Promotion submission, and biographical information for advertising and publicity purposes, worldwide, without further compensation.

13. DISCLAIMER. Sponsor is not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed or delayed mail, telephone, cable or other media transmissions, computer hardware, software or other technical failures, garbled or jumbled transmissions, internet/network/ISP or website access/availability, or other errors of any kind whatsoever, whether human or technical in nature. The decision of Sponsor is final and binding on all matters relating to the Promotion. Promotion void where prohibited by law or employer policies. By participating in the Promotion, entrants represent that they have read, or have had read to them, and understand these Official Rules, including the disclaimers, and agree to be bound by them.

14. GENERAL.

14.1 Sponsor reserves the right that in the event that the operation, security or administration of the Promotion is impaired in any way for any reason, Sponsor may, in its sole discretion, suspend, modify, amend and/or cancel the Promotion and/or the Prize.

14.2 If there is any reason to believe that there has been a breach of these Official Rules and terms and conditions, the Sponsor may, at its sole discretion, reserve the right to exclude you from participating in the Promotion.

14.3 Any attempt by any person to undermine the operation of the Promotion may be a violation of criminal and civil law, 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.

14.4 If any of the provisions of these Official Rules and terms and conditions is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be considered valid and enforced to the fullest extent permitted under the applicable laws and regulations.

14.5 Sponsor's failure to enforce any term or conditions of these Official Rules shall not constitute a waiver of that or any other provision.

14.6 These Official Rules, along with the terms and conditions shall be governed by the United States and Indiana and the parties submit to the non-exclusive jurisdiction of the courts of United States and Indiana.

TRADE COMPLIANCE:

*a) I agree that I will not sell, re-export, transfer or otherwise provide any products, technical data (including software), technology or services to Cuba, Iran, North Korea, Sudan or Syria, including any entities or persons in those countries, either directly or indirectly. I understand and agree that any Products, technical data (including software), technology or Services provided (regardless of quantity or value) may be subject to export and other foreign trade controls restricting transactions with certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the U.S. and other jurisdictions.*

*(b) Scott Safety is committed as a matter of law and of company policy to strict compliance with the applicable laws and regulations of the countries in which Supplier conducts business, including, but not limited to, U.S. export control laws and regulations and trade sanction and embargo laws and regulations. I agree to comply with these legal requirements including, but not limited to, obtaining any required export, re-export, import or other required licenses. If any shipments or transfers are subject to government export licenses, I agree to comply with the terms of any such licenses.*

*(c) I agree that I will not sell, export, re-export, transfer or otherwise provide (including in-country transfers) any products, technical data (including software), technology or Services supplied except in full compliance with all applicable governmental requirements, including but not limited to applicable economic sanctions and constraints administered by the U.S. Department of the Treasury and applicable export control measures administered by the U.S. Departments of Commerce and State, any other U.S. government agencies, and measures administered by the European Union or the government agencies of any other countries*