

## **AUTOMOTIVE GIVEAWAY**

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. INTERNET ACCESS AND AN FACEBOOK ACCOUNT ARE REQUIRED. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. WINNERS WILL BE SELECTED IN RANDOM DRAWINGS FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) AND CANADA (EXCLUDING QUEBEC) WHO ARE 18 YEARS OF AGE OR OLDER AND OF THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE. VOID ELSEWHERE AND WHEREVER RESTRICTED IN A MANNER INCONSISTENT WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN ANY ASPECT OF THIS PROMOTION, EACH ENTRANT AGREES TO ABIDE BY THESE RULES AND THE RULES, POLICIES AND PROCEDURES OF THE SERVICE(S) SUCH ENTRANT USES TO ENTER THE PROMOTION AND THE PLATFORMS AT WHICH AN ENTRANT POSTS OR MAKES A SUBMISSION. AS USED IN THESE OFFICIAL RULES “Platform” or “PLATFORM” MEANS FACEBOOK. FAILURE TO ABIDE BY THESE OFFICIAL RULES AND THE RULES, POLICIES AND PROCEDURES OF THE PLATFORM ON WHICH AN ENTRY IS MADE WILL VOID AN ENTRANT’S ENTRY IN THE PROMOTION.

The AUTOMOTIVE GIVEAWAY (the “Promotion”) is sponsored by Milwaukee Electric Tool Corporation (“Sponsor”) 13135 W. Lisbon Rd., Brookfield, WI 53005 (the “Promotion Address”).

**1. ELIGIBILITY:** Those who are eligible in accordance with these Official Rules may participate in the Promotion. Participation in any part of the Promotion constitutes a participant’s full and unconditional agreement to and acceptance of these Official Rules. This Promotion is limited to legal residents of the United States and the District of Columbia and Canada, excluding Quebec (the “Eligible Territory”), who are of the age of majority in their jurisdiction of residence (which must be in the Eligible Territory) and who are 18 years or older and who are not an employee, officer or director of Sponsor, its affiliates, subsidiaries, advertising and promotional agencies or an immediate family member of or household resident with such persons. For these Official Rules, “immediate family” means mother, step-mother, father, step-father, siblings, step-siblings, siblings, children, step-children, wards, grandparents, step-grandparents, domestic partners and spouses, including common law spouses, regardless of where they reside. The Promotion is subject to all applicable federal, state, provincial, and local laws. Participants agree to be bound by the decisions of Sponsor and such decisions shall be final.

**2. HOW TO ENTER; ENTRIES:** The Promotion begins at 12:00:00 p.m. Central Time (“CT”) on August 13, 2018 and ends at 11:59:59 p.m. CT on August 27, 2018 (the “Entry Period”). Sponsor’s designated computer is the official time clock for this Promotion.

To enter, during the Entry Period, visit the Milwaukee Electric Tool Corporation fan page on Facebook, <https://www.facebook.com/MilwaukeeTool>, complete the entry form with entrant’s email address and trade.

The individual submitting the Entry is sometimes referred to in the Official Rules as an “entrant” or “Entrant.” All identifiable individuals appearing in a Submission must have provided their consent (or the parent/legal guardian of the minors have provided consent) for submission of a Submission and use of such Submission as contemplated in these Official Rules. Limit one Entry per Entrant

BY PARTICIPATING IN ANY ASPECT OF THIS PROMOTION, EACH ENTRANT AGREES TO ABIDE BY THESE RULES AND THE RULES, POLICIES AND PROCEDURES OF THE SERVICE(S) SUCH ENTRANT USES TO ENTER THE PROMOTION AND THE PLATFORMS AT WHICH AN ENTRANT’S SUBMISSION IS POSTED. FAILURE TO ABIDE BY THESE OFFICIAL RULES AND THE RULES, POLICIES AND PROCEDURES OF THE PLATFORMS USED BY ENTRANT TO ENTER WILL VOID AN ENTRANT’S ENTRY IN THE PROMOTION.

Entrants may create a Facebook account at no cost by logging on to <http://facebook.com>. Creation of a Facebook account requires an Entrant to agree to Facebook’s Terms of Service and Data Policy available at <https://www.facebook.com/legal/terms> and <https://www.facebook.com/privacy/explanation>, respectively.

If an Entrant chooses to enter using a wireless phone or mobile device, **message and data rates may apply in accordance with your service plan.**

Sponsor and its designees reserve the right to disqualify any entrant who tampers or attempts to tamper with the entry procedure or violates these Official Rules. No third party entry or entry through any Promotion or entry service is permitted. If for any reason the Promotion is not capable of being conducted as contemplated in the Official Rules, including if due to computer virus, bugs, tampering or technical failures which compromise the administration or integrity of the Promotion, Sponsor, in its sole discretion, reserves the right to terminate or modify the Promotion. Sponsor is not responsible for lost, late, incomplete, illegible, unintelligible, inaccurate, undelivered, postage-due, delayed, mutilated, or misdirected entries, correspondence, communications, requests, claims or other errors or problems in connection with or relating to the Promotion. Sponsor is also not responsible for electronic hardware or software, network, Internet, computer or technological malfunctions, failures or difficulties of any kind, failed, incomplete, garbled or delayed computer transmissions, and/or any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted or corrupted, including computer viruses, bugs, tampering unauthorized intervention or technical or other failures of any sort. All Submissions must be suitable for family audiences and must not contain any words or content that: is indecent, obscene, hateful, tortious, defamatory, slanderous or

libelous; promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; contains profanity or sexual content; promotes alcohol, illegal drugs, tobacco, firearms or weapons; promotes any third party product or service or otherwise contains commercial messages or endorsements regarding third party products or services; is unlawful, in violation of or contrary to the laws or regulations of the United States or Canada; has been copied or plagiarized; violates or infringes (or may infringe) any copyright, trademark, logo, mark or other identifier of source, or other proprietary right of any entity or person; appears to result in any injury or bodily harm or unsafe use of a product; and/or is lewd or inappropriate or offensive or not in keeping with Sponsor's image, including nudity, acts of violence or acts that appear to cause harm or are otherwise objectionable to Sponsor. Any Submission that, in Sponsor's sole and absolute discretion, violates any of the above or other prohibitions and/or representations or warranties of entrant may be disqualified from the Promotion or removed by Sponsor. In the event that an entrant or Submission is edited, removed and/or disqualified, entrant is not relieved from responsibility for compliance with these Official Rules.

Entrants and winners acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use or not use (or remove) Entries in any way it sees fit without notification or further consent or payment of any kind.

**3. RIGHTS IN SUBMISSIONS.** By entering the Promotion, you agree that you have read or had read to you these Official Rules and are in agreement with them, regardless of whether your Submission is a winning Submission. All entrants hereby grant to Sponsor an everlasting, royalty-free, assignable, irrevocable, unrestricted license to use, utilize, replicate, alter, adapt, modify, publish, perform, broadcast, translate, produce derivative works from, distribute, present, display, sublicense and exercise all copyright and other intellectual property and other rights with respect to each Submission worldwide and/or to include, in part or in whole, each Submission in other works in any media now known or later created, anywhere and forever, including in connection with promoting Sponsor, without further review, notice, approval, consideration or compensation. Except where legally prohibited, by submitting your Submission you irrevocably agree that your name and city and state or province of residence may be used in connection with the permitted use of the rights contemplated by this paragraph.

**4. PRIZES; ODDS; DRAWING DATES:** After applicable verification and subject to compliance with these Official Rules, a total of three (3) prize winners will be awarded the following prize: one (1) 2557-22 M12 FUEL™ 3/8" Ratchet Kit (Approximate Retail Value "ARV" \$229); one (1) 48-22-9215 4PC Hook and Pick Set (ARV \$17); one (1) 48-22-9214 4pc Pry Bar Set (ARV \$70); one (1) M12™ LED Underhood Light Kit (ARV \$250); one (1) 48-22-9515 15pc Combination Wrench Set – Metric (ARV \$130); and one (1) 48-32-4016 Shockwave Impact duty Driver Bit Set (22-piece) (ARV \$77) one (1) 48-22-9406 15pc Ratcheting Combination Wrench Set - Metric (ARV \$130); one (1) 48-22-9416 15pc Ratcheting Combination Wrench Set - SAE (ARV \$250); one (1) 2554-22 3/8 Stubby Impact Wrench (ARV ); one 3/8" Drive 56pc Ratchet & Socket Set - SAE & Metric (ARV \$180) (each sometimes referred to as a "prize"). The total ARV of each prize is US \$1,583.

A random drawing to select entries will occur on August 27, 2018.

The prizes will be delivered by mail or other delivery designated by Sponsor to the residential address of winner within the Eligible Territory. No transfer or substitution of prizes permitted except where required by law. If a prize is not available, the Sponsor may award a substitute prize of equal or greater value. If the actual value of a prize is less than the stated ARV for the selected prize, the difference will not be awarded. Odds of winning the prize depend upon the number of eligible entries received. Taxes on the prize and expenses related to use of the prize are the sole responsibility of the prize winner. Limit one prize per person. Prizes will be delivered to applicable prize winner via carrier selected by Sponsor approximately 4 to 6 weeks after determination of applicable prize winner. If required under applicable law, Canadian residents must correctly answer an arithmetic skill test question to claim a prize

**5. NOTIFICATION OF SELECTED ENTRANTS; DESIGNATION OF WINNERS; WINNERS LIST:** The prize winners will be confirmed following selection by a random drawing on or about the dates specified in Section 4 of these Official Rules and confirmation of compliance with the Official Rules. Sponsor will attempt to notify entrants who have been selected in the applicable random drawing by direct message via the Platform on which such entry was submitted within one week of the drawing. To be confirmed a winner, a selected entrant will be required to sign and return within seven (7) days of notification attempt, an Affidavit of Eligibility, Liability and Publicity Release (where permitted by law) and affirmation of assignment of rights (the "Affidavit") or if winner is a Canadian resident, a Declaration of Compliance with Promotion Rules and Liability and Publicity Release ("Declaration") or the applicable prize will be forfeited and an alternate winner may be determined. Following timely receipt of the Affidavit or Declaration (as applicable) and confirmation by Sponsor of compliance with the Official Rules, a selected entrant will be confirmed a winner and will receive a prize. In the event that of a dispute regarding the identity of an entrant who has been selected as a tentative prize winner, Sponsor may choose to deem the entry to have been made by the "Assigned Account Holder," that is, the individual person who is assigned the account on the applicable Platform corresponding to the winning entry. Odds of winning depend on number of eligible entries received.

Each prize winner further agrees that Sponsor may release his or her name to persons requesting the names of the winners of the Promotion. Non-compliance or the return of any prize or prize notification as undeliverable may result in disqualification and selection of an alternate winner. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the Platform associated with the selected entry. If a dispute as to identification of an entrant for a particular entry cannot be resolved, Sponsor may deem the entry ineligible.

Except if winner is a resident of TN, or where prohibited by law, by accepting prize, winner grants permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

**NAME OF WINNERS:** For the names of the prize winner, available approximately two weeks after the prize drawing and within six months of the end of the Entry Period send a self-addressed stamped envelope (except where not required by applicable law) to: AUTOMOTIVE GIVEAWAY Winner's List at the Promotion Address.

**6. PRIVACY:** All information submitted as part of this Promotion will be treated in accordance with Sponsor's Privacy Policy (<http://www.milwaukeeetool.com/privacy>).

**7. RELEASE AND LIMITATIONS OF LIABILITY:** BY PARTICIPATING IN THE PROMOTION, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS MILWAUKEE ELECTRIC TOOL CORPORATION, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "PROMOTION PARTIES") AND FACEBOOK FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROMOTION PARTIES' LIABILITY WILL BE LIMITED TO THE DIRECT, OUT OF POCKET COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE PROMOTION PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

By participating in this Promotion, each entrant releases Sponsor, as well as the Promotion Parties, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Promotion from and against any and all liability, claims or actions of any kind whatsoever in connection with Promotion's participation, or in the receipt, possession, ownership or use of any prize awarded in connection with the Promotion, or while traveling to or from any Promotion event and/or participating in any prize-related activity with respect to or in any way arising from the Promotion and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

**7.1. Release of Claims (General).** Each entrant agrees to (i) indemnify and hold Sponsor and the Promotion Parties, harmless from any and all liability resulting or arising from the Promotion, and (ii) release all rights to bring any claim, action or proceeding against the Promotion Parties. All entrants hereby acknowledge that the Promotion Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

**7.2. Release of Claims (California).** Each entrant acknowledges that there is a possibility that, subsequent to his/her involvement with the Promotion and adherence to this Official rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the

time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Promotion. Such entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such entrants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

**“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

7.3. **Full Release.** Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such entrants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver s/he would not have been permitted to participate in the Promotion or compete for or receive a prize. Such entrants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

**8. FURTHER RESTRICTIONS; DISQUALIFICATION.** Any and all applicable federal, state, provincial and local taxes and all fees and expenses related to acceptance and/or use of the prize not specifically stated herein are the sole responsibility of the entrant. Sponsor will not replace any lost or stolen (a) prize or (b) merchandise acquired with any prize voucher. Sponsor is not responsible for the winner's use of any prize after it has been delivered to the prize winner. **AUTOMATED OR BULK ENTRIES SUBMITTED BY THIRD PARTIES WILL BE DISQUALIFIED. INCOMPLETE, ILLEGIBLE, CORRUPTED, OR UNTIMELY ENTRIES ARE VOID AND WILL BE DISQUALIFIED.** Each entry must be submitted by the entrant.

**9. GENERAL CONDITIONS.** Subject to applicable law, Sponsor reserves the right to change these rules at any time. At the sole discretion of Sponsor, all entries are subject to verification. Anti-fraud detection devices may be used to verify winner.

9.1. **Errors, Malfunctions, Etc. / Fraud / Tampering.** The Promotion Parties are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; or failures, relating to or resulting from participation in this Promotion; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost for any other reason whatsoever, including typographical, printing or other errors, or any combination thereof. The Promotion Parties also are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; or miscommunications or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. **ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or

the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. All entries become the property of Sponsor and may not be acknowledged or returned. E-mail entries are not permitted.

Sponsor reserves the right to disqualify any entrant at any time as determined in Sponsor's sole discretion, should such person at any stage of the Promotion: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by Sponsor at any time; (d) use technology to gain an unfair advantage over any other entrant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other entrant or Promotion Parties' personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Promotion Parties and/or the implementation of the Promotion. The disqualification of an entrant shall be final and not subject to appeal or review for any reason whatsoever.

**9.2. Construction of Official Rules.** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Neither Sponsor, the Promotion Parties, nor anyone acting on their behalf will enter into any communications with any Promotion entrant regarding this Promotion, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the posting, printing or reproduction of these Official Rules, administration of the Promotion or in the announcement of any the prizes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

**9.3. Termination Provisions.** Except as prohibited by law, Sponsor reserves the right to terminate this Promotion in the event of a force majeure or other failures or difficulties. If, for any reason, the Promotion is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor may, in its sole discretion, (i) void any suspect entry or (ii) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and (iii) award the prize at random, by a drawing, from among the eligible, non-suspect entries received up to the time of the impairment. Sponsor reserves the right to suspend or modify this Promotion at any time without notice or obligation. If such modification or suspension occurs, Sponsor will make a commercially reasonable effort to post notice of such on Sponsor's website.

**9.4. Arbitration Provision.** By participating in this Promotion, each entrant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that it may have with, or claims it may have against, Sponsor or the Promotion Parties arising out of, relating to, or connected in any way with the Promotion, the awarding or redemption of the prize or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration Forum (“Forum”) and conducted before a sole arbitrator pursuant to the Forum’s Code of Procedure. Further, each entrant agrees that: (a) This arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in Milwaukee, Wisconsin, USA or at such other location as may be mutually agreed by the entrant and Sponsor/Patron; (c) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (d) the arbitrator shall apply Wisconsin law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the entrant’s and/or Sponsor’s individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the entrant, Sponsor or Promotion Parties. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on the Forum and/or the Forum’s Code of Procedure, please visit its website at [www.arb-forum.com](http://www.arb-forum.com) or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

**9.5. Choice of Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, USA without regard to choice of law or conflicts of laws principles under Wisconsin law or any other jurisdiction which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

**9.6 Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Promotion, then each entrant agrees to promptly sign and deliver to Sponsor the same upon Sponsor’s request therefore.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions, comments or complaints regarding the Promotion should be directed to Sponsor at the Promotion Address, not Facebook.

For additional copies of the Official Rules, please send a self-addressed stamped envelope (except where not required by law) to: AUTOMOTIVE GIVEAWAY at the Promotion Address. Requests must be received within six months of the end of the Entry Period, unless a longer time is expressly permitted by law.

