## **OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Promotion Period: Wurth Hand Tool Sweepstakes (the "Sweepstakes") is subject to the information contained below. All entries must be received during the Promotion Period (as defined below). Any entries received after the Promotion Period will not be considered. Wurth USA Inc.'s ("Wurth") website is the official time keeping device for this Sweepstakes.

Promotion Period: October 16, 2020 12am Eastern Time (ET) Zone until October 31, 2020 11:59pm ET Zone.

Prize Awarded: \$1,000.00

Number of Prizes Awarded: 1

Retail Value: \$1,000.00

Date Prize Winner Announced: November 2, 2020

2. Eligibility Sweepstakes is only open to natural persons who are legal residents of the United States and District of Columbia (excluding Rhode Island, Hawaii, Alaska, Puerto Rico, all U.S. Territories and all overseas military installations) who are at least (18) years of age or older as of the date of entry. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law. All applicable federal, state and local laws and regulations apply.

Employees of Wurth and its respective parent companies, subsidiaries and affiliated companies, divisions, officers, directors, agents, advertising and promotional agencies, as well as members of the immediate family of any such employees, are not eligible to participate or win. The term "immediate family" includes spouses, siblings, step-siblings, parents, step-parents, children, step-children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

**3. Entry Restrictions** There is a maximum of one (1) entry per person during the Promotion Period, regardless of the method of entry. Entering more than once during the Promotion Period is prohibited and will not increase your chances of winning.

Multiple entrants are not allowed to use the same email address. Any attempt by an entrant to acquire more than one (1) entry during the Promotion Period by using numerous email addresses, registrations, identities, or any other methods will void that entrant's entry and that entrant will be disqualified. The use of automated software or computer programs to register or enter the Sweepstakes is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Valid entries must contain all information required. Incomplete, illegible and/or multiple entries will be disqualified. In the event of a dispute, the authorized account

holder of the email address used to enter will be deemed to be the entrant. The authorized account holder is the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. Sweepstakes winner will be selected from online entries only. Wurth may not verify receipt of entries. By entering, entrants unconditionally acknowledge compliance with and acceptance of these Official Rules, including eligibility requirements. Responsibility for receipt of entry rests solely with the entrant.

- **4.** How Winners Will Be Determined: One (1) winner will be selected in a random drawing from among all eligible entries received by the end of the Promotion Period. Odds of winning depend upon the number of eligible entries. Winner agrees to be bound by these Official Rules and decisions of Wurth, whose decisions are final on all matters relating to this Sweepstakes.
- 5. Prize(s) Hand Tools, which will be selected by Wurth, amounting to value of \$1,000.00 will be delivered to winner's address. Total retail value of all prizes to be awarded in this Sweepstakes is \$1,000.00. Any and all other expenses not specifically mentioned herein are the sole responsibility of winner. Wurth reserves the right to substitute any portion of these prizes for a prize of equal or greater value. No transfer, assignment, change of the prize, or cash substitution is permitted. Winner agrees to accept the prize "as is", and entrants hereby acknowledge that Wurth has not made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including, without limitation, to the prize's quality, merchantability or fitness for a particular purpose or express warranties. Wurth will not replace any lost or stolen prize. If prize notification or Sweepstakes-related communication is lost, rejected, faulty, or returned as undeliverable, or if a winner cannot be contacted after a reasonable attempt has been made by Wurth (as determined by Wurth in its sole discretion) or is disqualified, Wurth reserves the right to randomly choose an alternate potential winner, in its sole discretion. Unclaimed prize(s) will not be awarded. Other restrictions may apply. All federal, state, and local taxes on the Prize are the sole responsibility of each winner.
- 6. Claiming Prize: Winner will be notified by telephone, mail, and/or email within three (3) business days after the Sweepstakes drawing and will be given three (3) business days to confirm receipt of notification. Wurth is not responsible for any change of email address, mailing address, and/or telephone number of entrants. If a winner cannot be contacted from the information provided, the Wurth reserves the right to select another potential winner at its sole discretion. Wurth is not liable if email is not responded to within the time allowed. If, for any reason, more bona fide winners come forward seeking to claim the prize in excess of the number of prizes set forth in these Official Sweepstakes Rules, the winners, or remaining winners, as the case may be, of the advertised prize may be selected in a random drawing from among all persons making purportedly valid claims for the prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
- 7. Delivery Disclaimer: Wurth disclaims all liability for the inability of an entrant to complete an online entry due to equipment malfunction, inadvertent disconnections, acts beyond their control, or otherwise. Wurth disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by electronic transmission or other delivery method. Wurth is not responsible for typographical errors, human, mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: any form of active or passive filtering, insufficient space in entrant's e-mail account to receive e-mail messages, failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet, or on any website, or lost or unavailable network connections which may limit an online entrant's ability

to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Entries void if incomplete, defective, altered, forged, illegible, or received outside authorized channels. Wurth reserves the right at its sole discretion, to disqualify any individual (and all of their entries, or any portion thereof) who tampers with the entry process. Wurth reserves the right, in its sole discretion to cancel or suspend this Sweepstakes should fraud, virus, bugs or other causes beyond the control of Wurth corrupt the administration, security or proper play of the Sweepstakes. In the event of cancellation, Wurth will determine winners in an equitable manner as determined by Wurth in their sole discretion.

- 8. Publicity and Use of Personal Information: By entering, except where prohibited, where allowed by law, all winner(s) grant Wurth and/or its agents exclusive permission to use their names, city and state of residence, biographical information, characters, photographs, voices, videotape, likenesses, and/or statements in connection with promotion of this and other sweepstakes in any and all media now known or hereinafter invented, worldwide, without territorial or time limitations and waive any claims to compensation, notice, royalty, right, or remuneration for such use. By participating in the Sweepstakes, where allowed by law, entrants agree that Wurth may use such information obtained from entrants in this Sweepstakes for marketing purposes, and may include the names of winner in a publicly available winners list. Winners of Sweepstakes may be asked to sign an Affidavit of Eligibility confirming information about the winner in addition to allowing Wurth to use their submission, name, likeness, biographical information, photographs, voices, videotapes or characters in future Wurth promotional material.
- 9. Taxes: Any valuation of the prize stated above is based on available information provided to Wurth, and the value of any prize awarded to a winner will be reported for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes related to the prize and paying any expenses associated with any prize(s) which are not specifically provided for in the Official Rules. Winner must provide the Wurth with a completed IRS Form W-9 with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over six hundred dollars (\$600.00) in prizes which is paid directly to the winner will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- 10. Conduct and Decisions: By participating in the Sweepstakes, entrants agree to be bound by the decisions of Wurth. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. Wurth will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and Wurth's decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of Wurth, Wurth reserves the right to terminate this Sweepstakes, or make such other decisions regarding the outcome as Wurth deems appropriate. All decisions will be made by Wurth and are final. Wurth may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately alter, circumvent, disrupt, damage any website, or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Wurth reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

- 11. Hold Harmless/Release: As a condition of entering, entrants agree (and agree to confirm in writing): (a) to hold harmless, defend and indemnify Wurth., and their respective subsidiaries and affiliated companies, divisions, parent companies, officers, directors, employees, agents and employees of agents, and advertising and public relations agencies and all others associated with the development and execution of the Sweepstakes from and against any and all claims, demands, liabilities, damages or causes of action, losses, costs or expenses with respect to or in any way arising out of or related to this Sweepstakes, entrants participation in the Sweepstakes, or the use of the entrant's entry and the awarding, receipt, possession and/or use or misuse of any prize, including without limitation liability for any travel related to the Sweepstakes, death, personal injury, loss, and/or disability; (b) except to the extent prohibited by applicable law under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs and entrant further waives all rights to have damages multiplied or increased.
- 12. Miscellaneous: Winner must submit Affidavit of Eligibility claim the prize. Wurth may substitute prizes, as well as extend, modify, or discontinue the Sweepstakes at any time without prior notice. Wurth disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. Wurth is not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes, or in the announcement of the Sweepstakes prize. All entries and information become property of the Wurth and will not be acknowledged or returned.
- 13. Terms and Conditions: All terms and conditions are incorporated into the rules of this Sweepstakes.
- 14. Location: Wurth USA Inc. 93 Grant Street Ramsey, New Jersey 07446
- 15. Jurisdiction: By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Wurth in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of New Jersey without giving effect to any choice of law or conflict of law rules and the United States of America applicable to contracts made and performed entirely in New Jersey and where the relevant contacts are with such state. By entering, entrants consent to the jurisdiction and venue of the federal, state, and local courts located in Bergen County, New Jersey.
- **16.** Choice of Law: Any and all legal disputes and lawsuits between entrants and Wurth shall be governed by the laws of the New Jersey.