100 Year Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE AN ENTRANT'S CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC) WHO ARE 21 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. FAILURE TO ABIDE BY THESE OFFICIAL RULES WILL VOID AN ENTRANT'S ENTRY IN THE PROMOTION.

The 100 Year Contest (the "Promotion") is sponsored and administrated by Milwaukee Electric Tool Corporation ("Sponsor"), with its principal place of business located at 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. The Promotion is open to legal residents of the fifty United States (including the District of Columbia) and Canada (excluding the Province of Quebec) (the "Eligible Territory"), who are of the age of majority in their jurisdiction of residence (which must be in the Eligible Territory), are twenty-one (21) years or older, and 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 member" means mother, step-mother, father, step-father, siblings, step-siblings, children, step-children, wards, grandparents, step-grandparents, domestic partners and spouses, including common law spouses, regardless of where they reside. Each entrant agrees to be bound by the decisions of Sponsor with respect to questions of eligibility and such decisions shall be final.
- **2. ENTRY PERIOD; HOW TO ENTER; ENTRIES:** The Promotion begins at 12:00:00 AM Central Standard Time ("CST") on February 1, 2024 and ends at 11:59:59 PM CST on October 31, 2024 (the "Entry Period"). Sponsor's designated computer is the official time clock for this Promotion.

To enter, during the Entry Period, entrants must visit https://woobox.com/z8yi3j and follow the onscreen entry instructions, including providing all required information. If an entrant chooses to enter using a wireless phone or mobile device, **message and data rates may apply in accordance with his or her service plan.** Entrants may also include an optional testimonial or image with their entry in accordance with the requirements set forth below. The submission of any optional testimonial or image will not improve an entrant's chance of winning. Such optional testimonial or image will be deemed a "submission" and subject to the grant of rights, below.

Only one (1) entry per person. An entrant may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules.

All entries are subject to any verification procedures determined by Sponsor at its sole discretion, including, but not limited to, use of anti-fraud detection devices. No third-party entry, entry through any promotion or entry service, or use of any robotic, automatic, programmed, or similar entry method is permitted. Sponsor and its designees reserve the right to disqualify any entrant who tampers or attempts to tamper with the entry procedure, violates these Official Rules, or meets any other disqualification criteria set forth in Section 9. If for any reason the Promotion is not capable of being conducted as contemplated in these 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, 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. Proof of sending or submission of an entry will not be deemed to be proof of receipt by Sponsor.

2.1. Rights in Submissions; Submission Requirements: By participating in the Promotion, entrant agrees to grant Sponsor an everlasting, worldwide, royalty-free, assignable, irrevocable, unrestricted license to use, replicate, modify, publish, perform, broadcast, translate, produce derivative works from, distribute, present, display, sublicense, exercise all copyright and intellectual property rights related to, a submission, and to include, in part or in whole, a 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 to entrant. Entrant waives all moral rights that exist in entrant's submission and any derivative works made therefrom. Except where legally prohibited, by submitting entrant's submission, entrant irrevocably agrees that entrant's name and city and state or province of residence may be used in connection with Sponsor's rights contemplated by this paragraph. Further, each entrant represents and warrants that the entrant's submission meets the following requirements: (a) entrant has received permission for the use of the likeness and image of all identifiable people and locations appearing in a submission; (b) entrant's submission is entrant's original work and reflects entrant's honest views and actual experience with the Sponsor's products or services; (c) entrant has obtained all necessary licenses or permissions from all applicable third parties required to enter entrant's submission in the Promotion and for Sponsor's permitted use thereof; (d) entrant's submission, and Sponsor's permitted use thereof, does not violate the rights of any third parties, including, but not limited to, copyright and other intellectual property, privacy, or publicity rights; and (e) entrant's submission, and Sponsor's permitted use thereof, does not violate any applicable laws.

3. PRIZE:

3.1. Grand Prize. After applicable verification and subject to compliance with these Official Rules, five (5) winners will be awarded a Grand Prize. Each Grand Prize consists of a trip package for two (2) people (winner and one guest, age 21 or older) to Milwaukee, Wisconsin, which includes: round trip coach airfare for two (2) people from the Sponsor designated airport servicing winner's residential area to a Sponsor designated airport serving Milwaukee or, in Sponsor's sole discretion, round trip ground transportation if the winner lives within one hundred and fifty (150) miles of Milwaukee, Wisconsin; hotel accommodations for two (2) people – up to two rooms, if requested – for two (2) nights at the Sponsor designated hotel in the Milwaukee metro area; a \$300 ride share voucher for both the winner and guest to be used for transportation during the trip (voucher subject to location and date restrictions); three meals per day for both the winner and guest, which Sponsor shall either arrange or reimburse up \$750 per person cumulatively; and up to \$200 of MILWAUKEE branded workwear. The total approximate retail value ("ARV") of the Grand Prize is \$10,630 per winner.

Exact transportation and accommodation details, dates, times, and terms to be determined at the sole discretion of Sponsor. Travel and accommodations are subject to availability. Blackout dates and other restrictions may apply. All travel must be completed

by date determined by Sponsor (no later than December 31, 2025), at its sole discretion, or Grand Prize will be forfeited.

Once travel is booked, any penalties incurred as a result of changes to flights or accommodations for any reason are the sole responsibility of the applicable winner. In the event a winner chooses to cancel their trip, or winner or guest chooses not to travel for any reason, Sponsor shall not award any alternate prize award or compensation and shall have no liability for any related cancellation fees or additional costs incurred for re-booking the itinerary at a later date. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Hotel accommodations are subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's hotel of choice. Ride share vouchers are subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's ride share provider of choice.

All travel arrangements are subject to availability, and any applicable restrictions, regulations, and policies of the travel providers (including airline and hotel) including COVID-19 vaccination and/or testing policy, and policies of departure and destination locations (including national, state, or local entry, vaccination, testing, or quarantine policies, or prohibitions on entry). Sponsor is not responsible should any part of prize award not be usable in part or in whole due to the foregoing. Prize must be taken in accordance with government guidelines and COVID-19 rules and restrictions in both the departure and arrival location. Any required arrangements and additional costs for any COVID-19 testing, vaccination, or quarantine accommodations that may be required is sole responsibility of the winner and guest.

Winner and guest must abide by all travel provider policies and direction, including security and safety requirements. Sponsor reserves the right to revoke full or partial prize from winner or winner's guest who it and/or travel provider personnel deem may, in their sole discretion, be intoxicated, be a safety risk, is disruptive or abusive, have violated any policy or law, and/or may bring Sponsor into disrepute.

Any expenses or costs not expressly stated in the description of the prize above, including, but not limited to, parking fees, incidentals, gratuities, surcharges, airport fees, service or facility charges, airline seat assignment or baggage check fees, personal charges at lodging, security fees, taxes, or other expenses, are the sole responsibility of winner. Winner's guest must be twenty-one (21) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as winner. Travel must be round-trip. Winner and guest are solely responsible for obtaining any required travel documents, including where applicable a valid passport, visas, vaccinations, COVID-19 or other testing requirements and travel insurance. Travel restrictions, conditions, and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates. Sponsor is not responsible for any penalty charges incurred as a result of changes to tickets or any portion of the prize award that have been issued. Any such penalties incurred are the sole responsibility of winner. In the event that a winner or guest does not have a valid passport (if winner or guest requires a passport for travel to/from Milwaukee, WI), such winner or guest has thirty (30) days from date they are notified that they are a winner or guest to obtain a valid passport and/or visa, or winner will be disqualified and prize may be awarded to an alternate winner.

Sponsor will not be responsible for any travel arrangements that are delayed, rescheduled, postponed or cancelled due to pandemic, any government restrictions, pandemic regulations or requirements, travel provider restrictions or policies, weather, Acts of God, force majeure, acts of terrorism, civil disturbances, work stoppage or any other reason or event that may cause the delay, rescheduling, postponement or

cancellation of any travel arrangements. No refund or compensation will be made in the event of the cancellation, delay, rescheduling or postponement of any travel arrangements.

3.2. Runner Up Prize. After applicable verification and subject to compliance with these Official Rules, five (5) winners will be awarded a Runner Up Prize. Each Runner Up Prize winner may select one of the following prize packs:

General Contractor Prize Pack

One (1) M18 FUEL™ 2-Tool Combo Kit with ONE-KEY™ (ARV \$449); One (1) M18 FUEL Rear Handle 7-1/4" Circular Saw - Tool Only (ARV \$279); One (1) M18 FUEL™ 1/2" High Torque Impact Wrench w/ Friction Ring (ARV \$299); M18 FUEL™ SAWZALL® Recip Saw W/ One-Key™ (ARV \$259); One (1) M18 FUEL™ 4-1/2" / 5" Dual-Trigger Braking Grinder (ARV \$349); One (1) M18 FUEL™ 1-1/8" SDS Plus Rotary Hammer w/ ONE-KEY™ & HAMMERVAC™ Dedicated Dust Extractor Kit (ARV \$799); One (1) M18™ ROVER™ MOUNTING FLOOD LIGHT (ARV \$119); One (1) PACKOUT 30OZ TUMBLER (ARV \$34.97); One (1) PACKOUT Rolling Tool Box (ARV \$139); One (1) PACKOUT™ 2-Drawer Tool Box (ARV \$156); One (1) PACKOUT™ 20" TOOL BAG (ARV \$74.97); One (1) 6PC Cushion Grip Screwdriver Set (USA) (ARV \$54.97); One (1) 25ft Wide Blade Magnetic Tape Measure (ARV \$25.97); One (1) SHOCKWAVE Impact Duty™ Driver Bit Set- 54PC (ARV \$29.99); One (1) SHOCKWAVE Impact Duty™ RED HELIX™ Titanium Metric Drill Bit Set -19PC (ARV \$52.99); One (1) SHOCKWAVE Impact Duty™ Socket 1/2" Dr 31PC PACKOUT Set (ARV \$249); One (1) SAWZALL® Carbide Demolition Wood and Metal Cutting Reciprocating Saw Blade Set (5-Piece) (ARV \$49.97); One (1) Hi-Dex cut level 4 (Glove) (ARV \$14.97); and One (1) Safety Glasses (ARV \$7.97). The total ARV of the General Contractor Prize Pack is \$3,444.76.

Electrical-Utility Prize Pack

One (1) M18 FUEL 2 PC Combo Kit (ARV \$399); One (1) M18 FUEL™ 1/2" High Torque Impact wrench w/ Friction Ring Kit (ARV \$499); One (1) M18 FUEL Compact Bandsaw (ARV \$329); One (1) M12 FUEL Installation Drill Driver (ARV \$199); One (1) M18 Rocket Tower Light/Charger (ARV \$449); One (1) M18™ REDLITHIUM™ FORGE™ XC6.0 Battery (ARV \$199); One (1) M18™ Dual Bay Simultaneous Super Charger (ARV \$249); One (1) Performance Safety Glasses w/ Gasket (ARV \$29.97); One (1) 25 ft. Electrician's Compact Wide Blade Magnetic Tape Measure (ARV \$24.97); One (1) Rolling Tool Box (ARV \$139); One (1) 3-Drawer Tool Box (ARV \$179); One (1) 15" Structured Tool Bag (ARV \$269.97); One (1) 9" Lineman's Comfort Grip Pliers w/ Crimper and Bolt Cutter (USA) (ARV \$59.97); One (1) 8" Long Nose Comfort Grip Pliers (USA) (ARV \$39.97); One (1) 8" Diagonal Dipped Grip Cutting Pliers (USA) (ARV \$34.97); One (1) 6PC Cushion Grip Screwdriver Set (USA) (ARV \$54.97); One (1) Cut Level 1 Nitrile Dipped Gloves (ARV \$4.97); One (1) Cut Level 2 High Dexterity Poly Dipped Gloves (ARV \$9.97); One (1) 15PC SHOCKWAVE Impact Duty™ Socket 1/2" Dr PACKOUT Set (ARV \$159.99). The total ARV of the Electrical-Utility Prize Pack is \$3,330.72.

Plumbing-Mechanical Prize Pack

One (1) M18 FUEL Combo Kit (ARV \$399); One (1) M18 FUEL Drain Snake (ARV \$475); One (1) M18 FUEL SUPER HAWG BT (ARV \$429); One (1) M18 FUEL SAWZALL Kit (ARV \$329); One (1) M12 FUEL Pex Expander (ARV \$599); One (1) M12 Stick Transfer Pump (ARV \$199); One (1) M12 ROVER Service & Repair Flood Light (ARV \$69); One (1) CHEATER Aluminum Pipe Wrench (ARV \$124.97); One (1)

CHEATER Aluminum Offset Pipe Wrench (ARV \$149.97); One (1) 3 Pc Close Copper Tubing Cutter Set (ARV \$56.97); One (1) Rolling Tool Box (ARV \$139); One (1) Packout Large Tool Box (ARV \$89.97); One (1) 15" Structured Tool Bag (ARV \$269.97); One (1) PACKOUT Tumbler (ARV \$34.97); One (1) BIG HAWG Carbide Hole Saw Kit (8-Piece) (ARV \$199.97); One (1) TORCH w/ Nitrus Carbide SAWZALL Blades - 5 pk (ARV \$21.97); One (1) SHOCKWAVE Impact Duty™ Drill, Drive & Fasten Set- 75PC (ARV \$64.97); One (1) Cut Level 3 Nitrile Dipped Gloves (ARV \$9.97); One (1) Safety Glasses (ARV \$14.97). The total ARV of the Plumbing-Mechanical Prize Pack is \$3,365.81.

Auto Prize Pack

One (1) M12 FUEL™ 1/2" Stubby Impact Wrench (ARV \$329); One (1) M18 FUEL 3/8"" MTIW RING BARE (ARV \$249); One (1) M12 FUEL INSIDER ER BOX RATCHET KIT (ARV \$399); One (1) M12™ Underbody Light (ARV \$279); One (1) "M18 FUEL HTIW 1/2"" FR KIT" (ARV \$499); One (1) M12 FUEL™ 1/4" Right Angle Die Grinder (ARV \$319); One (1) 15PC RATCHET COMBO WRENCH-METR (ARV \$299.97); One (1) 15PC RATCHET COMBO WRENCH-SAE (ARV \$300); One (1) 3/8 DR 43PC IMPACT SOCKET SET (ARV \$139); One (1) 1/2 DR 29PC MM IMP SCKT SET (ARV \$219); One (1) 106PC RTCHT/SCKT W/PKOUT LP ORG (ARV \$314.99); One (1) PACKOUT 30OZ TUMBLER – RED (ARV \$34.97). The total ARV of the Auto Prize Pack is \$3,382.92.

Landscaping Prize Pack

One (1) M18 FUEL 16" CHAINSAW BT (ARV \$499); One (1) M12™ Brushless Pruning Shears Kit (ARV \$249); One (1) M18 FUEL DUAL BATTERY BLOWER BT (ARV \$299); One (1) M18 FUEL 17" DUAL BATTERY STRING TRIMMER KIT (ARV \$699); One (1) M18 FUEL 18" HEDGE TRIMMER BT (ARV \$179); One (1) M18 FUEL™ Telescoping Pole Saw Kit (ARV \$799); One (1) M18™ REDLITHIUM™ HIGH OUTPUT™ XC8.0 Battery (ARV \$199); One (1) M18™ REDLITHIUM™ HIGH OUTPUT™ XC8.0 Battery (ARV \$199); One (1) CUT 1 NITRILE GLOVES – L (ARV \$4.97); One (1) WHITE FRNT BRIM HELMET W/BOLT-CLS E (ARV \$109.97); One (1) BOLT™ Full Face Shield - Metal Mesh (ARV \$79.97); One (1) BOLT™ 24dB Earmuffs (ARV \$19.97). The total ARV of the Landscaping Prize Pack is \$3,336.88.

- **3.3. Swag Prize.** After applicable verification and subject to compliance with these Official Rules, ten (10) winners per month will be awarded a Swag Prize. If an entrant does not win a Swag Prize in a given month, his or her entry will automatically roll over to the subsequent months. The Swag Prize shall consist of: One (1) Sweatshirt (ARV \$59.99); One (1) Shirt (ARV \$24.99); and One (1) Hat (ARV \$24.99). The total ARV of each Swag Prize is \$109.97.
- **4. ODDS; DRAWING DATE:** The odds of winning a prize depend on the number of eligible entries received. A random drawing to select potential winners of a Grand Prize and Runner Up Prize will occur on or about November 8, 2024. The Swag Prize drawings will be held monthly on the first Friday of each month during the Promotion Period. An entrant's win of Swag Prize will not affect such entrant's odds to win a Grand Prize or a Runner Up Prize.
- 5. DESIGNATION OF WINNER; DELIVERY OF THE PRIZE: Sponsor will attempt to notify each potential winner by email, mail, or other contact information provided. To be confirmed, a potential winner may be required to sign and return within seven (7) days of Sponsor's notification attempt, an Affidavit of Eligibility, Liability and Publicity Release (where permitted by law) (the "Affidavit"), or if winner is a Canadian resident, a Declaration of Compliance with Promotion Rules and Liability and Publicity Release ("Declaration"), or the designated prize

will be forfeited and an alternate winner may be determined. If required under applicable law, Canadian residents must correctly answer an arithmetic skill test question to claim the designated prize. Following timely receipt of the Affidavit or Declaration (as applicable and if required by Sponsor) and confirmation by Sponsor of the potential winner's compliance with these Official Rules, the selected entrant will be confirmed a winner and will receive the designated prize.

The designated prize will be delivered by mail or other delivery designated by Sponsor to the residential address of winner within the Eligible Territory approximately four (4) weeks after confirmation of such winner. The return of the prize or notification of the prize as undeliverable may result in disqualification and selection of an alternate winner. No transfer or substitution of any prize is permitted, and no prize is convertible to cash, except where required by law. If any prize, or a portion thereof, becomes unavailable or cannot be award for any reason, the Sponsor may substitute a prize, or a portion thereof, for a prize of equal or greater value, including, at Sponsor's sole discretion, a cash award. If the actual value of any prize is less than the stated ARV, the difference will not be awarded. All applicable federal, state, provincial and local taxes and all fees and expenses related to acceptance or use of a prize are solely the responsibility of the corresponding prize winner. Sponsor shall not be obligated to replace any prize if it is lost, stolen, or damaged in transit.

6. WINNER PUBLICITY RELEASE; LIST OF WINNERS: By accepting a prize, each winner consents and agrees to Sponsor's and its affiliates, subsidiaries, and its advertising and promotional partners use of his or her name, voice, photograph, and likeness for advertising, promotional, public relations, and other business purposes, in any and all media now known or hereinafter invented, without territorial or time limitations, and without additional compensation. This paragraph shall not apply to legal residents of the State of Tennessee.

To request the name of each winner, please send a self-addressed stamped envelope to: 100 Year Contest at the Promotion Address. Legal residents of the State of Vermont may omit return postage. Requests must be received within six (6) months of the end of the Entry Period unless a longer time is expressly required by law. Unless prohibited by applicable law, Sponsor reserves the right to deny such request.

- **7. PRIVACY:** All information submitted as part of this Promotion will be treated in accordance with Sponsor's Privacy Policy (http://www.milwaukeetool.com/privacy).
- RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THE 8. PROMOTION, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR. ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND THEIR AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE "PROMOTION PARTIES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF ENTRANT'S PARTICIPATION IN THE PROMOTION, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, INCLUDING WHILE TRAVELING IN CONNECTION WITH THE PROMOTION, OR RECEIPT, POSSESSION, OWNERSHIP, OR USE OF THE PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH ENTRANT 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, OR INDIRECT DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE, IN SUCH STATES ONLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.
- **8.1. No Warranty.** Each entrant acknowledges 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 the prize, including express warranties provided

exclusively by any prize supplier that may accompany the prize. Some jurisdictions may not allow the exclusion of implied warranties, therefore, in such states only, some of the above limitations or exclusions may not apply.

- **8.2.** Release of Claims (California). Each entrant acknowledges that there is a possibility that, subsequent to his or her involvement with the Promotion and adherence to these Official Rules he or she 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 him or her at that time may have materially affected his or 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, he or she 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."
- **8.3. Full Release.** The release set forth in this Section 8 shall constitute a full release. Each entrant knowingly and voluntarily waives 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 he or she would not have been permitted to participate in the Promotion or receive the prize. Each entrant acknowledges and understands the significance and consequence of this release and of this specific waiver of such laws.
- **9. DISQUALIFICATION:** Sponsor reserves the right to disqualify any individual or entrant it determines, at its sole discretion, is: (a) in violation of these Official Rules; (b) attempting to tamper with or undermine the entry process or the legitimate operation of the Promotion; (c) refusing or failing to provide proof of identity or eligibility if requested by Sponsor at any time; (d) supplying any untruthful, inaccurate or misleading personal details and information; (e) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person, including without limitation, harming or threatening to harm any other entrant or the Promotion Parties' personnel; (f) potentially or actually cheating; or (g) purposely impeding the work of the Promotion Parties or the implementation of the Promotion. The disqualification of an individual or entrant shall be final and not subject to appeal or review for any reason whatsoever. For the avoidance of doubt, this Section 9 shall not limit any other of Sponsor's rights or abilities set forth in these Official Rules.
- 10. ERRORS AND MALFUNCTIONS; 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 MAY BE 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.
- 11. CONSTRUCTION OF OFFICIAL RULES. These Official Rules shall only be modified or amended in accordance with applicable law. The invalidity or unenforceability of any provision

of these Official 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 prize winners.

- 12. TERMINATION. Except as prohibited by law, Sponsor reserves the right to suspend or modify this Promotion at any time without notice or obligation. If, for any reason, the Promotion is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud, technical failures, a force majeure event, or any cause 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: (a) void any suspect entry; (b) 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; or (c) award the prize(s) at random, by a drawing, from among the eligible, non-suspect entries received up to the time of the impairment. If such modification or suspension occurs, Sponsor will make a commercially reasonable effort to post notice of such modification or suspension on Sponsor's website.
- 13. **ARBITRATION PROVISION.** By participating in this Promotion, each entrant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that he or she may have with, or claims he or she may have against, Sponsor or the Promotion Parties arising out of, relating to, or connected in any way with the Promotion, the awarding of the prize(s), or the determination of the scope or applicability of these Official Rules, 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; (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; (f) arbitration can decide only the entrant's and 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 (g) the arbitrator shall not have the power to award punitive damages against the 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 or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.
- 14. 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.

15. 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 theses Official Rules and the Promotion, then each entrant agrees to promptly sign and deliver to Sponsor the same upon Sponsor's request thereof.

To request additional copies of these Official Rules, please send a self-addressed stamped envelope to: 100 Year Contest at the Promotion Address. Requests must be received within six (6) months of the end of the Entry Period unless a longer time is expressly required by law. Unless prohibited by applicable law, Sponsor reserves the right to deny such request.