RIDGID SeeSnake For Reel Contest 2021 - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. **Contest Period:** RIDGID SeeSnake For Reel Contest (the "Contest") begins on February 24, 2021 at 12:00:01 AM Eastern Daylight Time ("EDT") and ends on March 24, 2021 at 11:59:59 PM EDT (the "Contest Period"). All entries must be received by March 24, 2021 at 11:59:59 PM EDT. Sponsor's internal business computer will be the official clock of this Contest.
- 2. **Sponsor:** The Contest is sponsored by Ridge Tool Company, 400 Clark Street, Elyria, Ohio, 44035 ("Sponsor").
- 3. **Eligibility:** The Contest is open to all legal residents of the fifty (50) United States, District of Columbia and Canada (except for the Province of Quebec) who are: (A) 18 years of age or older at the time of entry, and (B) have or open a Facebook account during the Contest Period. Employees (including temporary employees employed during the Contest Period) of Sponsor, its parent companies, affiliates, subsidiaries, advertising and promotion agencies, or those entities associated with the development, distribution or implementation of this Contest, and their immediate family members (spouse, siblings, children and parents, regardless of where they live) and/or persons living in their same household (whether related or not), are not eligible to participate in the Contest. Participation in the Contest constitutes entrant's full and unconditional acceptance of and agreement to be bound by these "The Custom Wrench Contest Official Rules" herein ("Official Rules") and each entrant represents and warrants that s/he meets the eligibility requirements set forth herein. Entrant further agrees to accept the decisions of Sponsor as final and binding as it relates to the Contest, and agrees that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, RULE, REGULATION OR ORDINANCE
- 4. How to Enter: During the Contest Period, an entrant may enter by posting a photo of themselves on Instagram, tagging @RIDGIDTools and using the hashtag #RIDGIDSESNAKE4REEL. Limit of one (1) entry per eligible person and one (1) bonus entry for showing a photo of the mileage on their camera reel. All entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered regarding the status of any entry. In Sponsor's sole discretion, entries that do not comply with these Official Rules may result in disqualification. Incomplete or illegible entries will not be considered. Any attempt to obtain more than the permitted number of entries by using multiple identities, registrations, logins, or any other methods may void entries and may result in being disqualified from the Contest. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries. Sponsor reserves the right, in its sole discretion, to disqualify any entry at any time which, in Sponsor's opinion, is offensive, contains unsuitable material, endangers the safety or wellbeing of any entrant, or if it is determined the entrant has not complied with applicable laws. In the event of a dispute as to any entry, the Authorized Account Holder of the Instagram account used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the Authorized Account Holders.
- 5. **Prizes:** Three (3) total winners (defined below) will be selected based on the criteria set forth in Sections 6 and 7 below.

The Prize (collectively, the "Prize" or "Prizes") are non-transferable. No cash or other substitution of Prize will be made, except at Sponsor's sole discretion. The Sponsor reserves the right to substitute a Prize for one of equal or greater value. The Sponsor will not replace any lost or stolen Prizes and are not responsible for any lost, mutilated or stolen tickets, travel vouchers or certificates. Sponsor is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason.

6. Winner Selection and Requirements

a. **Winner Selection:** During the Contest Period, February 24, 2020 to March 24, 2021, Sponsor will use the judging criteria outlined in Section 7 and select three (3) Prize winners. The three (3) Prize winners will be selected throughout the Contest Period. All three (3) Prize winners will be selected by the end of the Contest

Period, on or about March 24, 2021. The Sponsor may use the entrants submitted information on RIDGID Facebook, Instagram or Twitter pages during or after the Contest Period.

- b. **Winner Notification:** Winners will be notified by e-mail and/or through the Instagram direct messaging platform within five (5) business days of each winner selection. If a potential winner cannot be reached, does not respond within five (5) business days of the first notification attempt, is found to be ineligible, or declines to accept the applicable Prize, the potential winner may be disqualified in Sponsor's sole discretion. In such event, the Prize will be forfeited, and an alternate winner will be selected from the remaining qualified entries, based on the judging criteria set forth in these Official Rules. Sponsor shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail, Facebook settings, or other security settings, or for winner's provision of incorrect or otherwise non-functioning contact information.
- c. **Affidavit and Release:** Each potential winner may be required to complete, sign and return to Sponsor and/or its agent, a release and declaration of compliance and a publicity release within five (5) days of receipt of such documents from Sponsor. If such documents to be completed and signed by the potential winner are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor's sole discretion.
- d. Responsibility for Prize/Taxes: If entrant wins a Prize, entrant understands and agrees that s/he is solely responsible for the use, care and maintenance of the Prize, including any and all insurance requirements, licensing requirements, and liability for use. PRIZES ARE AWARDED "AS IS" WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. Winners must complete and submit a W-9 form to receive any Prize. The recipient should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.
- e. Compliance with Laws: Receipt of any Prize offered in this Contest is conditioned upon the entrant's compliance with these Official Rules and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER MAY (AT SPONSOR'S SOLE DISCRETION) RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED. If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
- 7. **Judging Criteria:** Eligible entries will be judged and scored internally by Sponsor based upon the following criteria as it relates to the Submission on the Entry Form. The three (3) Prize winners will be selected randomly at the end of the Contest Period, on or about March 24, 2021.
- 8. **Publicity:** By entering this Contest, entrant understands and agrees that Sponsor, anyone acting on behalf of Sponsor or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity (including, without limitation, Sponsor's websites, social media accounts, newsletters), the entry, including without limitation, the Submission, the Photo or Video, other entry materials or information, any photographs or videos of the entrant which may be taken as part of a Prize or Prize-related event, and entrant's name, hometown, images and likenesses for editorial, advertising, publicity, and promotional purposes without additional compensation.
- 9. RELEASE AND HOLD HARMLESS: BY ENTERING THIS CONTEST, THE ENTRANT HEREBY AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND THOSE ENTITIES ASSOCIATED WITH THE DEVELOPMENT, DISTRIBUTION AND IMPLEMENTATION OF THIS CONTEST, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE CONTEST, WHETHER CAUSED BY NEGLIGENCE ON THE

PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE CONTEST; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE; (C) PARTICIPATION IN ANY CONTEST OR PRIZE-RELATED ACTIVITY; (D) TECHNICAL FAILURES OF ANY KIND; OR(E) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR PROCESSING OF ENTRIES.

- 10. **Termination:** Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Contest. Examples of reasons for termination or modification of the Contest may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Contest due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor's control. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Official Rules. Entry materials that have been tampered with or altered are void. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVED THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH ENTRANT(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 11. **General Rules:** The Sponsor is not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence; (ii)theft, destruction, unauthorized access to or alterations of entry materials; (iii)any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or Prize(s); or (iv) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Contest, entrant acknowledges that entrant has read these Official Rules and any other terms and conditions, rules, guidelines or policies applicable to the Contest, and agrees to abide by them.
- 12. **Social Media:** The Contest is administered through Instagram and may be advertised through Instagram or other social media platforms, such as Facebook or Twitter ("Social Media"). By participating in the Contest, entrant understands and acknowledges that the Contest is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised, including Instagram. Entrant agrees to adhere to all rules established by Social Media platforms and will not create multiple Social Media accounts, or repeatedly post duplicate or near duplicate information or links to enter into the Contest multiple times. Any information you provide for the Contest is being provided to Sponsor rather than Facebook or any other Social Media platform. Entrant fully releases Facebook and all other Social Media from all claims, losses and harm that entrant may allege or incur relating to this Contest.
- 13. DISPUTES RESOLVED VIA ARBITRATION: To the fullest extent permitted by law, by participating in the Contest, entrant understands and agrees that any claim or dispute regarding the Contest or these Official Rules will be resolved individually (NOT AS PART OF A CLASS ACTION/PROCEEDING) and by means of binding arbitration (NOT IN A COURT OF LAW; THE RIGHT TO A JURY TRIAL IS BEING WAIVED). Such arbitration will be before a one-member panel of the American Arbitration Association ("AAA") pursuant to the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes ("AAA Rules") (to the extent the AAA Rules are consistent with these Official Rules). The panel member will be reasonably acceptable to both parties. If entrant and Sponsor cannot reasonably agree to a single panel member, the AAA will unilaterally appoint the panel member. The panel member may conduct the arbitration by telephone, online, by written submissions, or any combination of the foregoing, as determined by the panel member. The arbitration will be conducted under the Federal Arbitration Act ("FAA") and will be governed by Ohio law, without regard for the conflicts of law doctrine. Additionally, by participating in the Contest, each entrant agrees that, regardless of whether a claim proceeds in arbitration or in court, (1) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event legal/attorneys' fees; and (2) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.
- 14. **Personal Information and Privacy Policy:** If Entrant opts-in the personal information submitted by entrants may be used by Ridge Tool Company to subscribe the entrant in the RIDGID Pipeline Newsletter and to provide

information, product information and introductions, and other subscription benefits as described in these Official Rules, and will otherwise be handled in accordance with the Ridge Tool Company Privacy Policy located at https://www.ridgid.com/us/en/privacy-policy. Except to the extent restricted by applicable law and except where the entrant has specifically opted out, by participating in the Contest, entrants hereby agree to Sponsor's collection and use of their personal data and acknowledge that they have read and accepted these Official Rules and Sponsor's privacy policy. Except as stated above, personal data will only be used for the purpose of administering the Contest and notifying entrants if they have been selected as an eligible Prize winner.