

# Miller Electric Mfg. LLC

## 2023 SEMA Vote & Win Giveaway

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.**

**SPONSOR:** The Contest is sponsored and administered by Miller Electric Mfg. LLC ("Sponsor"), 1635 W. Spencer St., P.O. Box 1079, Appleton, WI 54912-1079, USA. The Contest is subject to all applicable, federal, state, and local laws and regulations and is void where prohibited or restricted by law.

**ELIGIBILITY:** The Sweepstakes is open to natural persons eighteen years of age or older who are legal residents of the 50 United States, the District of Columbia and to residents of Canada (except the province of Quebec) who have reached the age of majority in their province of residence at the time of entry, who have internet access. Employees, officers, and directors of Sponsor, its affiliates, subsidiaries, advertising, promotion, and fulfillment agencies ("Miller Personnel"), and those individuals, who are immediate family members of Miller Personnel, or persons living in their same household as Miller Personnel, are not eligible to participate in the Sweepstakes. "Immediate family" means parents, siblings, children and spouse. Void where prohibited. All federal, state/provincial, and local laws and regulations apply.

**CONTEST PERIOD:** The Miller 2023 SEMA Vote & Win Giveaway ("Promotion") begins October 31 at 9:00 am PDT and ends November 3, 2023 at 4:00 PDT ("Promotion Period"). The promotion is sponsored by Miller Electric LLC., 1635 West Spencer St., P.O. Box 1079, Appleton, WI 54912-1079 ("Sponsor").

**HOW TO ENTER:** Visit the Miller booth at the SEMA Show in Las Vegas and vote for your favorite Miller/Kindig upcoming helmet design on the show floor. No other method of entry will be accepted. One entry per person/household/email address. Sponsor is not responsible for incorrect, inaccurate or incomplete entry of information by participants; lost entries or transmissions, interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human, or electronic, technical malfunctions or the computer hardware, software, or any combination thereof; or problems associated with any virus or any other damage caused to participants' systems.

**VOTING & SELECTION OF WINNER:** On or shortly after November 3, 2023, Sponsor will select Prize Winners from all eligible entries received during the Sweepstakes Period. Canadian residents who are selected in the drawing will be deemed provisional Winners and will be awarded prizes subject to the requirements described below for Canadian Winners. Winners will be notified by email and/or telephone within 10 days after the draw. Odds of winning depend on the total number of eligible entries received. In the event of a dispute over the identity of the selected entrant, the entrant will be deemed to be the Authorized Account Holder of the email address used at registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet service provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Winners may be required to sign and complete an Affidavit of Eligibility/Liability and Public Release and return it within 10 days of date of postmark. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to deliver the notification to Winners. If a selected winner cannot be contacted within 15 days of the draw, is ineligible, fails to claim a prize within 15 days of initial contact, or fails to timely return the completed and executed

declaration and releases as required, the prize may be forfeited and awarded to an alternate winner who will be selected from the remaining eligible entries. **If winner has moved to a different address, it is the sole responsibility of the winner to notify the Sponsor or designated agent of their new address. Sponsor is not responsible for undeliverable prize deliveries due to change of address.** By accepting and/or using prize, winner gives Sponsor the rights to use the winner's name, voice, and/or likeness for the purpose of advertising, trade, or promotion without further compensation worldwide in perpetuity and in any form of media including the Internet, unless prohibited by law.

**CANADIAN PROVISIONAL WINNERS:** In addition to the above, in order for a Canadian provisional winner to win and receive a prize, he/she must first correctly answer, unaided and without mechanical or electronic assistance, a time-limited mathematical skill-testing question administered by email or by telephone. Failure of a Canadian provisional Winner to correctly answer the skill-testing question in the time allotted will result in disqualification, the forfeiture of his/her interest in the prize, and the random selection of a substitute Winner from among all remaining eligible entries.

**ODDS OF WINNING:** The odds of winning a Prize depend on the total number of Entries received.

**PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):** Nine (9) Prize Winners ("Winner") will be randomly selected from all eligible entries received. All prize values are denominated in U.S. currency. No entries by facsimile, overnight courier, or delivery service.

**SIX (6) PRIZE WINNERS:** Six (6) prize winners will be awarded a signed Digital Infinity™, '22 Custom Kindig-it, approximate Retail Value of \$585 USD / \$808 CAD.

**THREE (3) PRIZE WINNERS:** Three (3) prize winners will be awarded a Kindig Tool Bag, with an approximate Retail Value \$60 USD / \$83 CAD.

All prizes will be awarded. No substitution or transfer of any prize or election of cash in lieu of any prize by winner will be permitted. Sponsor reserves the right to substitute any prize of equal or greater value. Prizes are nontransferable. All federal, state/provincial and/or local taxes are the sole responsibility of the winner. **Winners of prizes valued over \$600 will be issued IRS 1099 forms for the value of the prize.**

**PRIZE RESTRICTIONS:** All Prize Winners will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prize they receive, regardless of whether it, in whole or in part, is used. Sponsor reserves the right to substitute a prize of equal or greater value if all or part of the advertised Prizes are unavailable or cannot reasonably be provided for any reason. No substitution or transfer of Prize by Winner is permitted. Prize is not redeemable for cash. Any portion of any Prize not accepted by any Winner will be forfeited. Allow 4-6 weeks for the mailing of your prize. Each Winner will be required to provide his or her social security number or tax ID for tax reporting as Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of each Prize.

If any Prize is lost, destroyed, or stolen it will not be replaced.

THE PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Miller's True Blue Warranty would apply to applicable products.

**RELEASE:** By entering, Entrants agree to release, discharge, indemnify, defend, and hold harmless Sponsor, and their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, members, employees, agents, and agencies, ("Released Parties") from and against any demands, claims, liability, costs, losses, damages, or cause of action, including, without limitation, personal injury, death, or damage to or loss of property, arising out of, in whole or part, directly or

indirectly, from participating or attempting to participate in the Contest or from acceptance, possession, misuse, use, or award of the Prizes. All Winners shall bear all risk of loss or damage to their Prizes after they have been delivered.

Acceptance of a Prize constitutes each Winner's (or his or her parents' or legal guardian's) consent to Sponsor's use of that Winner's name, likeness, photograph, voice, biographical information, statements, and/or home state for advertising and promotional purposes in connection with the promotion and reporting of the Contest in any media, worldwide, without remuneration for said use, where permitted by law.

**GENERAL CONDITIONS:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final. Sponsor, agents and representatives of Sponsor, its parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) failed, incomplete, garbled, or delayed computer transmissions; (iii) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Sweepstakes; or (v) any printing or typographical errors in any materials associated with the Sweepstakes. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Sweepstakes at any time if a computer virus, bug, tampering, unauthorized intervention, or other technical problem of any sort corrupts the administration, security, or proper play of the Sweepstakes. Sponsor reserves the right to cancel the Sweepstakes or change any element thereof, with or without notice, at any time, due to printing errors, web site errors, transmission errors or other mistakes in the production of the Sweepstakes. Sponsor also reserves the right to disqualify, in its sole discretion, any person tampering with the entry process, the operation of the Website, or who is otherwise in violation of the rules. By participating, entrants agree that all disputes will be resolved in the appropriate courts in the state of Wisconsin in the United States, exclusively, and subject to the laws of the state of Wisconsin.

By participating in the Sweepstakes, each participant agrees to release and hold Sponsor and the employees, officers, directors, shareholders, agents, representatives of Sponsor, its parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Sweepstakes or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Entries become the exclusive property of the Sponsor and will not be returned. By entering, entrant acknowledges and accepts that his/her e-mail address and/or other personal information from the entry (collectively "Information") may be used for internal marketing analyses and to provide entrant with information about Sponsor and Sponsor's products, promotions and/or services that may be of interest to entrant. The Information will not be used for any other purposes without your consent. The Information will not be sold or provided to third parties, except as required or authorized by law. If entrant does not want Sponsor to use his/her Information for these promotional purposes, please check the appropriate box on the contest entry form. Entrant may later revoke consent to these promotional purposes at any time by calling 920-734-9821, e-mailing Sponsor at [info@MillerWelds.com](mailto:info@MillerWelds.com) or by writing to Sponsor at Miller Electric Mfg LLC., PO Box 1079, Appleton, WI 54912.

**DISPUTES:** Except where prohibited by applicable law, Entrants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before the appropriate Wisconsin federal or state courts located in Outagamie County, Wisconsin. Further, in any such dispute, under no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental, indirect, lost profits, or consequential damages, or any

other damages, including attorneys' fees, and Entrants further waive all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. By entering, Entrants consent to the exclusive jurisdiction and venue of the federal and state courts located in Outagamie County, Wisconsin.

**WINNER'S NAMES:** To obtain a copy of the Winner's names, send your request along with a stamped, self-addressed envelope to: Sweepstakes Winner's List, Miller Electric Manufacturing LLC., PO Box 1079, Appleton, WI 54912. VT residents need not include postage. Requests must be received no later November 10, 2023.