

2018 MILLER Building a Welder: Nominate Your Mentor Contest OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. Participation constitutes Nominator's and Nominee's full and unconditional agreement to and acceptance of these Official Rules. Entry into the 2018 MILLER Building a Welder: Nominate Your Mentor Contest ("Contest") begins at 12:01 a.m. Central Time ("CT") on November 3, 2018 and ends at 11:59 p.m. CT on March 31, 2019 ("Contest Period"). The Contest is sponsored by Miller Electric Mfg. LLC, 1635 W. Spencer St., P.O. Box 1079, Appleton, WI 54912-1079, USA ("Sponsor"). All federal, provincial/territorial, state, and local laws and regulations apply.

ELIGIBILITY / WHO MAY PARTICIPATE: The Contest is open to Nominators and Nominees who are legal residents of the United States of America, the District of Columbia, and Canada, excluding the province of Quebec. Persons residing in other jurisdictions are not eligible to enter the Contest. Nominators must be at least sixteen (16) years of age at time of entry; Nominees must be at least eighteen (18) years of age at time of entry, or the legal age of majority in their jurisdiction, whichever is greater. Any Nominator who is younger than eighteen (18) years of age at the time of Entry must obtain consent from his or her parent or legal guardian before participating in this Contest. Officers, directors, and employees of Sponsor, and members of their immediate families (biological, step, or in-law) including parent, grandparent, child, sibling, or spouse of any of the foregoing (regardless of where they live) or households of any of the above, whether related or not, IRS dependents, and household members of Sponsor and its respective parents, affiliates, subsidiaries, advertising, promotion, and web design agencies, and all other entities involved in the creation, administration, or fulfillment of the Contest, are not eligible to enter or win.

HOW TO ENTER: To submit a "Nomination" in this Contest and be considered a "Nominator," an individual must, during the Contest Period, visit the website www.millerelectrics.com/buildingawelder to complete and submit an online entry form to nominate another individual the Nominator believes serves as a valuable mentor in welding (a "Nominee"). The online entry form must provide the Nominator's personal information, including his or her name, e-mail address, country, and state or province. A Nominator must also submit the name of the Nominee, an e-mail address for the Nominee, and a description of the Nominee's story and why the Nominator believes the Nominee should win the Contest based on the Nominee's contributions as a mentor. Nominators are encouraged, but not required, to submit photo(s) or video(s) showcasing the Nominee's work or telling the Nominee's story.

To be eligible, a Nomination must not: (1) disparage Sponsor; (2) violate the intellectual property rights of third-parties in the making of the image or video submission, including illegal use of third-parties' copyrights or trademarks; (3) commit libel, defamation, violations of rights of privacy and publicity, or any other torts in the making of the image or video submission; and (4) display or mention competitive third-party products as comparisons to Sponsor's products or otherwise in the submission.

If the photo or video submission included in the Nomination contains any material or elements that are not owned by Nominator or Nominee, and/or which are subject to the rights of third parties, Nominator is responsible for obtaining all necessary permissions, and all releases and consents necessary to permit the use and exhibition of the submission by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Nomination. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Nominator or Nominee at any time. Failure to provide such proof if requested may result in the photo or video submission included in the Nomination being censored and/or removed by Sponsor. By submitting a Nomination, a Nominator warrants and represents that he/she and any persons appearing or who are identifiable in the image or video submission consent to the use of Nomination as set forth herein.

Participants may submit an unlimited number of Nominations. The number of Nominations received for a Nominee will not increase that Nominee's chances of being chosen as a Finalist.

CONTEST ENTRY: Participation constitutes Nominator's (or his/her parent's or legal guardian's) and Nominee's unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest. Only eligible Nominations actually received by Sponsor during the Contest Period will be included in the selection of Finalists for the Voting Period. Personal information collected as part of this Contest may be shared with Sponsor's promotional partners to the extent necessary to fulfill the Prize. Any information collected from Nominators, Nominees, and voting participants is subject to Sponsor's online privacy policy posted at <https://www.millerwelds.com/privacy-policy>. To opt-out of receiving any newsletters or promotional materials from Sponsor send an email message to info@MillerWelds.com. As a condition of entering the Contest, each Nominator, Finalist, and Contest Winner gives consent for Sponsor to obtain and deliver his or her name, address, and other information to third parties for the purpose of administering this Contest, market research, and complying with applicable laws, regulations, and rules.

Sponsor is not responsible for incorrect, inaccurate, or incomplete entry of information by participants, lost Nominations 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 other damages caused to participant's system. All Nominations will become the sole property of Sponsor and cannot be returned.

GRANT OF RIGHTS: By entering the Contest and submitting a Nomination, each Nominator (or his/her parent or legal guardian) hereby: (i) grants to the Sponsor, in perpetuity, a worldwide, non-exclusive, irrevocable, fully paid, license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete, modify, edit, and display the image or video included in each Nomination, or any portion thereof or otherwise use the submission, in whole or in part in any media now known or hereafter devised; (ii) authorizes the Sponsor and any entities affiliated with the Sponsor (collectively, the "Promotional Parties") to utilize in any manner they see fit,

image or video included in each Nomination; and (iii) waives all moral and publicity rights in and to his or her image or video included in each Nomination in favor of the Sponsor. Each Nominator also grants, except where prohibited by law, permission for the Promotional Parties to use Nominator's name and likeness for the purpose of advertising, trade, or promotion in connection with the Contest, without further notice. Sponsor reserves the right, at any time and in its sole discretion, to modify, edit or remove image or video included in a Nomination, or to request a Nominator modify or edit his or her Nomination, if a complaint is received with respect to the image or video included in the Nomination, or for any other reason.

WINNER SELECTION & VOTING PERIOD: Between April 1 and 5, 2019, Sponsor will review all eligible Nominations to select three (3) "Finalists" based on Sponsor's review of the quality of the Nomination and a Nominee's story as a welding mentor. Priority will be given to those individuals who demonstrate an interest in pursuing a career with an industrial gas or welding manufacturer by prior work experience, clubs, organizations or extra-curricular activities. The selection of Finalists will be conducted by Sponsor, and Sponsor's decisions will be final in all matters pertaining to the selection. Each Finalist's Nomination will be posted on a voting web page from 12:01 a.m. on April 8, 2019 to 11:59 p.m. on April 15, 2019 ("Voting Period"). During the Voting Period, any individuals, including Nominators, Nominees, and others, can visit the voting web page to vote on their favorite Nomination from the Finalists.

Voting limited to one vote per person/e-mail address. Multiple submissions by the same person/e-mail address will not count as multiple votes.

On or around April 22, 2019, Sponsor will announce a "Contest Winner" based on the Finalist whose Nomination received the most votes during the Voting Period. The voting tally will be conducted by Sponsor, and Sponsor's decisions will be final in all matters pertaining to the tally.

Any potential Contest Winner and the Nominator who submitted the winning Nomination for the potential Contest Winner ("Winning Nominator") will be subject to verification by Sponsor of eligibility and compliance with these Official Rules. Any potential Contest Winner and Winning Nominator will be required to sign and return to the Sponsor an Affidavit of Eligibility and a Liability and Publicity Release (where permitted) ("Affidavit") after being notified that she/he is a potential Contest Winner or Winning Nominator. The potential Contest Winner and Winning Nominator must sign and return the Affidavit within ten (10) business days after responding to Sponsor's communication that she/he is a potential Contest Winner. A Nominee or a Nominator are not winners of any Prize until that Nominee's and Nominator's eligibility as a Contest Winner and Winning Nominator has been verified, Nominee and Nominator have been notified that verification is complete, and Nominee and Nominator have complied with the terms and conditions of these Official Rules.

NOTIFICATION OF FINALISTS, CONTEST WINNER, AND WINNING

NOMINATOR/AWARDING OF PRIZE: A representative of Sponsor will notify all potential Finalists and all Nominators of those potential Finalists prior to the Voting Period by the e-mail provided in the Nomination. If any potential Finalist does not respond to Sponsor before the commencement of the Voting Period, Sponsor reserves the right to rescind its selection of that potential Finalist and select a different potential Finalist.

A representative of Sponsor will notify the potential Contest Winner and the Winning Nominator by the e-mail provided. The potential Contest Winner and Nominator will be notified after the Voting Period. Three (3) contact attempts will be made within a 48-hour period. If the potential Contest Winner and Winning Nominator do not respond to Sponsor within the 48-hour allotted time period, Sponsor will select an alternate potential Contest Winner, and the same process will be repeated until a Contest Winner and Winning Nominator are contacted and the Prizes are awarded.

Sponsor is not responsible for contacting a Nominee or Nominator if he or she has changed contact information and failed to provide Sponsor with the proper contact information when such information is required. At the sole discretion of the Sponsor, forfeiture of the Prize and the selection of an alternate Finalist or Contest Winner may result from any of the following: (a) a potential Finalist's, Contest Winner's, or Winning Nominator's failure to respond to notification within the specified response period; (b) a potential Finalist's, Contest Winner's, or Winning Nominator's failure to provide Sponsor with satisfactory proof of age, identity, residence, and parental/legal guardian consent when applicable; or (c) any non-compliance with these Official Rules.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): One (1) Contest Winner will receive one welding prize package consisting of: (a) one (1) Miller® WeldX jacket (ARV: \$163-255, depending on jacket size); (b) six (6) pairs of Miller® MIG lined gloves (SKU #263332) (ARV: \$182-198, depending on glove size); (c) Miller® T94i welding helmet (ARV: \$535); (d) one (1) Miller® ArcStation S-Series 30 welding station (ARV: \$535); (e) one (1) Miller® AugmentedArc welding system (ARV: \$21,990); (f) one (1) Miller® Dynasty 280 DX welder (ARV: \$6,839); and (g) one (1) Miller® Multimatic® 215 multiprocess welder with gun (ARV: \$2,045) (collectively, "Contest Winner Prize").

The Winning Nominator will receive a prize package consisting of: (a) one (1) Miller® T94i welding helmet (ARV: \$535); (b) one (1) Miller® WeldX jacket (ARV: \$162-255, depending on jacket size); (c) six (6) pairs of Miller® MIG lined gloves (SKU #263332) (ARV: \$182-198, depending on glove size); and (d) one (1) Miller® Multimatic® 215 multiprocess welder with gun (ARV: \$2,045) (collectively, "Nominator Prize").

The Contest Winner Prize and Nominator Prize collectively are the "Prizes."

The Contest Winner and Winning Nominator will also be featured in Sponsor's print and/or video advertising.

The Maximum ARV of the Contest Winner Prize is \$36,107, and minimum is \$35,999. The Maximum ARV of the Winning Nominator Prize is \$3,033 and minimum is \$2,925. Actual ARV for the Prizes will depend on jacket and glove size.

The Total Maximum ARV of the Prizes is \$39,140, and minimum is \$38,924.

PRIZE RESTRICTIONS: 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 Prizes is permitted. The Contest Winner and Winning Nominator (or his/her parent or legal guardian) will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prizes, regardless of whether they, in whole or in part, is used. Any portion of the Prize not accepted by the Contest Winner or Winning Nominator will be forfeited. Allow 4-6 weeks after for the mailing of the Prize.

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

THE PRIZE IS 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).

PUBLICITY: Except where prohibited by applicable law, acceptance of a Prize constitutes the Contest Winner's consent to Sponsor's use of that Contest Winner's name, likeness, photograph, voice, biographical information, statements, and/or home state for advertising and promotional purposes related to this Contest in any media, worldwide, without remuneration for said use.

RELEASE: By entering, Nominators (or their parents or legal guardians) and Nominees agree to release, discharge, indemnify, defend, and hold harmless Sponsor and its 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, misuse, use, consequence resulting from, or award of, the Prize.

GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. In the event the Contest Winner, any Finalist, or any Nominator engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious, inappropriate, threatening, illegal, or intended to annoy, abuse, threaten, or harass any person, or is an abuse of the Finalist voting limitation of one vote per person/e-mail address, Sponsor reserves the right to terminate the Contest or the Voting Period, select a different Contest Winner or Finalist, or withdraw the Prize. Sponsor reserves the right to ask any Nominator or Nominee to remove any reference to the Contest, Miller®, or Sponsor or the Nomination from the internet if the Sponsor believes, in its sole discretion, that the content is obnoxious, inappropriate, threatening, illegal, or is intended to annoy, abuse, threaten, or harass any person.

By participating in the Contest, each Nominator (or his/her parent or legal guardian) acknowledges and agrees that his/her e-mail address and/or other personal information provided by the Nominator may be used for the administration of the Contest.

LIMITATIONS OF LIABILITY: Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website or mobile device users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized access to the Sponsor's website. The Sponsor is not responsible for injury or damage to Nominator's, Nominee's, or any other person's mobile device, computer, or other electronic device related to or resulting from participating in this Contest. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor, in the sole opinion of Sponsor, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend this Contest and select Contest Winners from Nominations received prior to the action taken or in such other manner as Sponsor may deem fair and appropriate.

Sponsor does not authorize, condone, sponsor, encourage, or take responsibility for Nominator's: (1) unauthorized use of any third party's intellectual property, including copyrights and trademarks; (2) commission of any torts, including libel, defamation, and violations of rights of privacy and publicity; and (3) statements concerning any third-party products, made as comparisons to Sponsor's products or otherwise, in connection with this Contest.

IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES, RELEASED PARTIES, OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OR RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, OR ASSIGNS, BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, LOST PROFITS, CONSEQUENTIAL, OR PUNITIVE, MULTIPLE, OR ADDITIONAL DAMAGES.

DISPUTES: Except where prohibited by applicable law, Nominators (or their parents or legal guardians) and Nominees agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before the appropriate federal or state courts located in Outagamie County, Wisconsin. Further, in any such dispute, under no circumstances will Nominators and Nominees 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 Nominators and Nominees 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 Nominators, Nominees, 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, Nominators and Nominees consent to the exclusive jurisdiction and venue of the federal and state courts located in Outagamie County, Wisconsin.

WINNER LIST: To obtain a copy of the winners list, send your written request along with a stamped, self-addressed envelope to: Miller Electric Mfg. LLC, Attn: Marketing Department, P.O. Box 1079, Appleton, WI 54912. Vermont and Canadian residents may omit return postage. Request must be received no later than July 29, 2019.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on www.millerwelds.com, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Abbreviated Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. Contest open to legal residents of the United States of America, the District of Columbia, and Canada (excluding Quebec), 16 years of age or older. Contest nomination period ends March 31, 2019. ARV of prizes between \$39,140 and \$38,924. Visit www.millerwelds.com/buildingawelder to nominate other individual in Contest and to see Official Rules. Sponsor: Miller Electric Mfg. LLC, 1635 W. Spencer St., P.O. Box. 1079, Appleton, WI 54912-1079. Allow 4-6 weeks for the mailing of your prize.