

## OFFICIAL RULES

### "M12+M18 SWEEPSTAKES"2

1. **ELIGIBILITY.** Those who are eligible in accordance with these Official Rules may participate in the Promotion. Participation in any part of the Promotion constitutes each entrant's full and unconditional agreement to and acceptance of these Official Rules. This Promotion is limited to legal residents of the United States and 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) and who are 18 years or older at the time of entry. Any 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 are not eligible. As used in these Official Rules, "immediate family member" means spouse, domestic partner, parent, step-parent, child, step-child, sibling, step-sibling, grandparent, and any spouse, domestic partner or "step" of such person, regardless of where they reside. Entrants agree to be bound by these Official Rules and the decisions of the Promotion judges, which shall be final and binding. Limit one entry per entrant during each Entry Period. Limit one prize per entrant from entries made in a specific Entry Period.

2. **ENTRY PERIODS.** The Promotion begins at 12:00:00 a.m. Central Time ("CT") on April 1<sup>st</sup>, 2024 and ends at 11:59:59 p.m. CT on April 30<sup>th</sup>, 2024 (the "Entry Period"). Sponsor's designated computer is the official time clock for this Promotion.

3. **HOW TO ENTER; ENTRIES.** Enter online by visiting [WWW.MILWAUKEETOOL.COM/SIGN-UP](http://WWW.MILWAUKEETOOL.COM/SIGN-UP) (the "Promotion Site"). Limit of one entry per person per Entry period. Sponsor assumes no responsibility for any computer, software, online, Internet or technological malfunctions, or injury or damage to an entrant's or any other person's computer related to or resulting from participating in the Promotion; for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, mutilated, postage-due, or misdirected entries, mail, correspondence, requests, claims; any errors, omissions, incorrect or inaccurate information in any Promotion-related materials howsoever caused; or other errors or problems in connection with or relating to the Promotion. If for any reason the Promotion is not capable of being conducted as contemplated in the 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 and absolute discretion, reserves the right to terminate or modify the Promotion and amend the Official Rules at any time. All entries become the property of Sponsor and none will be returned. Sponsor and any Promotion judges designated by Sponsor reserve the right to disqualify any entrant who tampers or attempts to tamper with the entry procedure or the Promotion Site or violates these Official Rules.

4. **PRIZES; ODDS; DRAWING DATES.** After applicable verification and subject to compliance with these Official Rules, selected entrants in the M12+M18 Sweepstakes will each receive the following prize: a Milwaukee Tool 5 Piece Combo Tool Kit (the "Tool Kit Prize"). (Approximate retail value is US\$650). One (1) Tool Kit Prize will be awarded in each drawing from entries received in the corresponding Entry Period. The Tool Kit Prize is comprised of the following: M18 FUEL™ SAWZALL® Reciprocating Saw, M18 FUEL™ ½" Hammer Drill/Driver (Tool Only), M18 FUEL™ 1/4" Hex Impact Driver (Tool Only), M18 FUEL™ 6-1/2" Circular Saw (Tool Only),

M18™ Work Light, Two (2) M18™ REDLITHIUM™ XC5.0 Extended Capacity Battery Packs, M18™ & M12™ Multi-Voltage Charger, Tool Bag. A total of one (1) Tool Kit Prizes will be awarded in the Promotion. Odds of winning a Tool Kit Prize depend on the total number of entries received during the applicable Entry Period.

A random drawing to select entries will occur on or around May 14<sup>th</sup>, 2024.

5. **WINNER SELECTION AND NOTIFICATION.** The prize winners will be confirmed following selection by a random drawing on or about the dates specified in Section 4 of these Official Rules and confirmation of compliance with the Official Rules. Sponsor will attempt to notify selected entrants via email within a week of the applicable drawing.

To be confirmed a winner of a Tool Kit Prize, a selected entrant for a Tool Kit Prize must respond to the prize notification above within the specified time period and complete Sponsor's Affidavit of Eligibility and Liability and Publicity Release (the "Release") within fourteen (14) days of attempted notification.

To be confirmed as a winner, a Canadian resident must also answer a time-limited, mathematical skill testing question posed during a telephone interview or in person, without mechanical or other assistance. If any selected entrant is unable to be confirmed as a winner as above, including by not correctly answering the skill-testing question, at Sponsor's sole and absolute discretion, his/her opportunity to receive a prize may be forfeited and awarded to an alternate entrant. The process will be repeated until such time as a selected entrant completes and returns to Sponsor the Release within fourteen (14) days of attempted notification and is otherwise confirmed a winner as above. Except where prohibited by law, each prize winner further grants to Sponsor the right to use such prize winner's name, photograph, voice, likeness and city of residence for purposes of advertising or promoting and publicizing the efforts and activities of Sponsor and the Promotion without further consideration and to release his or her name to persons requesting the names of the winners in the Promotion. Non-compliance or the return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

6. **NAME OF WINNERS.** For the names of the prize winners, available after determination of prize winners and prior to May 31st, 2024 send a self-addressed stamped envelope (except where specifically not required by applicable law) to: Winner's List at the Promotion Address, or email [contests@milwaukeeetool.com](mailto:contests@milwaukeeetool.com).

7. **PRIVACY.** All information submitted as part of this Promotion will be used for the purpose of administering the Promotion and treated in accordance with Sponsor's Privacy Policy available at <https://www.milwaukeeetool.com/privacy>. We will keep home and email addresses submitted in this Promotion confidential and we will use email addresses only for updates on Sponsor's promotions and products, however, with respect to Canadian entrants, we will use email addresses for such promotional purposes only if consent is given at the time of entry. Except for Canadian entrants, by submitting information in connection with any portion of the Promotion, each entrant agrees to receive promotional materials from Sponsor. Entrants may opt-out from receiving Sponsor's promotional materials in accordance with Sponsor's Privacy Policy, including Canadian entrants who had originally given consent.

8. RELEASE AND LIMITATIONS OF LIABILITY. BY PARTICIPATING IN THE PROMOTION, ENTRANTS, AGREE TO RELEASE AND HOLD HARMLESS MILWAUKEE ELECTRIC TOOL CORPORATION, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, THE JUDGES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "PROMOTION PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR IN CONNECTION WITH, PARTICIPATION OR ATTEMPTED PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION THE ADMINISTRATION OF THE PROMOTION, THE SELECTION AND CONFIRMATION OF WINNERS AND THE AWARDING AND USE OF PRIZES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND INCLUDING AS SET OUT IN SECTION 3 ABOVE. EACH ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROMOTION PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE PROMOTION PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

By participating in this Promotion, each entrant releases Sponsor, as well as the Promotion Parties, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Promotion from and against any and all liability, claims or actions of any kind whatsoever in connection with Promotion' participation, or in the receipt, possession, ownership or use of any prize awarded in connection with the Promotion, or while traveling to or from any Promotion event and/or participating in any prize-related activity with respect to or in any way arising from the Promotion and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

**8.1. Release of Claims (General).** Each entrant agrees to (i) indemnify and hold Sponsor and the Promotion Parties, harmless from any and all liability resulting or arising from the Promotion, and (ii) release all rights to bring any claim, action or proceeding against the Promotion Parties. All entrants hereby acknowledge that the Promotion Parties have neither made nor are in any manner responsible or liable for any warranty, representation, condition, or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so 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/her involvement with the Promotion and adherence to this Official rules s/he 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 her/him at that time may have materially affected his/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, s/he 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.** Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such entrants knowingly and voluntarily waive 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 s/he would not have been permitted to participate in the Promotion or compete for or receive a prize. Such entrants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

9. **FURTHER RESTRICTIONS; DISQUALIFICATION.** Any and all applicable federal, state, provincial and local taxes and duties and all fees and expenses related to acceptance and/or use of the prize not specifically stated herein are the sole responsibility of the entrant. Sponsor will not replace any lost or stolen prize. Sponsor is not responsible for the winner's use of any prize after it has been delivered to the prize winner. **ENTRIES THAT ARE MECHANICALLY REPRODUCED, SUBMITTED USING ROBOTIC, PROGRAMMED OR AUTOMATED MEANS OR BULK ENTRIES SUBMITTED BY THIRD PARTIES WILL BE DISQUALIFIED. INCOMPLETE, ILLEGIBLE, CORRUPTED, OR UNTIMELY ENTRIES ARE VOID AND WILL BE DISQUALIFIED AT SPONSOR'S SOLE AND ABSOLUTE DISCRETION.** Each entry must be submitted by the entrant.

10. **GENERAL CONDITIONS.** Subject to applicable law, Sponsor reserves the right to change these rules at any time. At the sole discretion of Sponsor, all entries are subject to verification. Anti-fraud detection devices may be used to verify winners.

**10.1. Errors, Malfunctions, Etc. / 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 IS 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.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. All entries become the property of Sponsor and may not be acknowledged or returned. E-mail entries are not permitted. No mechanically reproduced entries will be accepted.

Sponsor reserves the right to disqualify any entrant at any time as determined in Sponsor's sole discretion, should such person at any stage of the Promotion: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and

information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by Sponsor at any time; (d) use technology to gain an unfair advantage over any other entrant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other entrant or Promotion Parties' personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Promotion Parties and/or the implementation of the Promotion. The disqualification of an entrant shall be final and not subject to appeal or review for any reason whatsoever.

**10.2. Construction of Official Rules.** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Neither Sponsor, the Promotion Parties, nor anyone acting on their behalf will enter into any communications with any Promotion entrant regarding this Promotion, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these 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 printing or reproduction of these Official Rules, administration of the Promotion or in the announcement of any the prizes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

**10.3. Termination Provisions.** Except as prohibited by law, Sponsor reserves the right to terminate this Promotion in the event of a force majeure or other failures or difficulties. If, for any reason, the Promotion is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes 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, (i) void any suspect entry or (ii) 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; and (iii) award the prize at random, by a drawing, from among the eligible, non-suspect entries received up to the time of the impairment. Sponsor reserves the right to suspend or modify this Promotion at any time without notice or obligation. If such modification or suspension occurs, Sponsor will make a commercially reasonable effort to post notice of such on Sponsor's website.

**10.4. Arbitration Provision.** By participating in this Promotion, each entrant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that it may have with, or claims it may have against, Sponsor or the Promotion Parties arising out of, relating to, or connected in any way with the Promotion, the awarding or redemption of the prize or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, 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, if the dispute involves a US resident or, if the dispute involves a Canadian resident, administered by Canadian Arbitration Association. 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, if the dispute involves a US resident. For Canadian residents, it will be governed by the Arbitration Act of the province in which the entrant

resides; (b) the arbitration shall be held in Milwaukee, Wisconsin, or at such other location as may be mutually agreed by the entrant and Sponsor/Patron for US residents. For Canadian residents, it will be held in the major Canadian nearest to the entrant; (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. For Canadian residents, the arbitrator shall apply the provincial law of the province in which the entrant resides; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the entrant's and/or 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 (f) the arbitrator shall not have the power to award punitive damages against the entrant, Sponsor or 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 (for US residents) or the rules of the Canadian Arbitration Association (for Canadian residents), 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](http://www.arb-forum.com) or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

**10.5. 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, without regard to choice of law or conflicts of laws principles under Wisconsin law for US residents and the laws of Ontario and Canada for Canadian residents. By entering, Canadian entrants submit to the jurisdiction and venue of the Ontario Superior Court.

**10.6 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 these Official Rules and the Promotion, then each entrant agrees to promptly sign and deliver to Sponsor the same upon Sponsor's request therefore.

**10.7 Rules Govern.** This Promotion will be run in accordance with these Official Rules, subject to amendment by Sponsor. The Official Rules posted on the Promotion Site shall govern in the event of any inconsistency with other promotion-related materials.