

ESAB #WhyIESAB Instagram Photo Contest

Official Rules

March 2015

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

ESAB's Instagram account is in no way sponsored, endorsed, or administered by, or associated with, **Instagram**. The participant is providing information to ESAB and not to Instagram.

1. Eligibility: ESAB's #WhyIESAB Instagram Photo Contest (the "Contest") is open only to members of Instagram who are at least eighteen (18) years old at the time of entry. Only one prize per person, household, email address and/or username will be allowed in any thirty (30) day period. All entries must be received within the time period stated by Sponsor in the Promotion Offer to be eligible to win a prize. Late and/or subsequent entries per person, household, email address and/or username will be disqualified. Employees of ESAB and their immediate family (spouse, parents, siblings, and children) and other participating sponsors and each of their respective parent companies, divisions, subsidiaries, affiliates dealers, distributors, manufacturers, and each of their advertising and promotion agencies (collectively, the "Contest Entities") are not eligible to enter or win. Subject to all applicable federal, state, and local laws and regulations. This contest is void where prohibited or restricted by law.

2. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Timing: The Contest Submission Period and Voting Period begins on March 15, 2015 at 4:00 p.m. Eastern Time ("ET") and ends on March 31, 2015 (the "Contest Period"). The Grand Prize Winner and Secondary Prize Winner will be revealed by April 3, 2015. Sponsor's computer is the official time-keeping device for the Contest.

4. How to Enter: You can enter for a chance to win one (1) of two (2) Warrior Tech welding helmets by sharing a photo depicting why you choose ESAB using the #WhyIESAB hashtag and tagging three additional Instagram members. There is a limit of one (1) photo per Contest Period. By submitting a photo under these guidelines, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may not post your Submission and may disqualify you from the Promotion if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must be made on the Instagram social media platform using the #WhyIESAB hashtag and tagging three additional Instagram members.
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

- Content Restrictions:
 - The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or material that constitutes copyright infringement;
 - The Submission must not disparage Sponsor, Administrator, or any other person or party affiliated with the Promotion;
 - The Submission must not contain images or artwork not created by entrant;
 - The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;
 - The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
 - The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Additionally, entrants represent and warrant that their Submissions:

- Do not infringe any other person's or entity's rights;
- Are their own original creations;
- Do not contain the full name, contact information, or any other identifying facts or personal information of the entrant or any other persons involved in the Submission.
- Do not contain crude, vulgar, or offensive pictures, depictions, images, language, and/or symbols;
- Do not contain Gratuitous violence, gun, or other imagery or gestures of weapons;
- Do not contain Nudity;
- Do not contain Explicit, graphic, or excessive sexual activity;
- Do not contain Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, or logos;
- Do not contain hard liquor, beer, wine, or other alcohol use or product images;
- Do not contain License plates, phone numbers, personal addresses – physical or email or otherwise;
- Do not contain Website or web page links;
- Do not contain Music, lyrics, photos, artwork, and any other such elements for which full releases, including without limitation the ability to use the elements in perpetuity without restriction as to type of media, time, or place, have not been obtained by entrant;
- Do not contain Illegal drug or alcohol and tobacco use or abuse;
- Have not been submitted previously in a contest of any kind; and
- Has obtained all necessary rights, permissions, consents, approvals, and releases from any persons or commercial entities shown, involved in the creation, displayed or who does or may have any interest or rights in connection with the content submitted.

Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create

derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media, or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

5. Winner Determination: Subject to the entrants' compliance with these Official Rules when sending the photos, the photos will be posted on ESAB's Instagram account and shared on ESAB's Facebook, Twitter, LinkedIn and Google+ pages and therefore in the applicable pool to be deemed a winner.

All Potential Winners are encouraged to ask their followers for "likes" on their contest photo on their Instagram account. The entrant with the highest number of "likes" will be named the Photo Contest winner. In the event of a tie, the winner will be determined through a random drawing. The Photo Contest winner will be awarded a Warrior Tech welding helmet. All of the remaining entries will be entered into a random drawing for the second Warrior Tech welding helmet.

6. Winner Requirements: Potential winners will be contacted on their Instagram account on or around April 1, 2015. The potential winners must reply to ESAB by providing a valid email address to esabweb@gmail.com along with a mailing address, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to provide a mailing address within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable grand prize will remain un-awarded. The same rules apply for the secondary prize. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission, and/or prize information in connection with the Contest for promotional, advertising, or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission, or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey, and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. The Photo Contest Prizes will be fulfilled within six (6) weeks after end of Contest.

7. Prizes:

ONE (1) PHOTO CONTEST WINNER: One (1) Warrior Tech welding helmet. Approximate Retail Value (ARV) of Prize: \$93.00.

ONE (1) PHOTO CONTEST RANDOM DRAWING PRIZE: One (1) Warrior Tech welding helmet. Approximate Retail Value (ARV) of Prize: \$93.00.

For all Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize or prize component should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Instagram, the Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

9. 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 impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately 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 and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical, or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network, or human error which may occur in the administration of the Contest, the uploading, the processing, or the judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged, or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any

travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.