

## **ESAB® Rebel to the Rescue Rebel Giveaway Contest 2016**

### **Official Rules**

May 22, 2016 – July 5, 2016

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

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

- 1. Eligibility:** ESAB's Rebel to the Rescue Rebel Giveaway (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia as well as Canada (outside of Quebec) and Mexico who are at least eighteen (18) years old at the time of entry. 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. Void where prohibited.
- 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 begins on May 22, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on July 5, 2016 at 11:59 p.m. (the "Contest Period"). A new winner will be revealed on or around July 10. 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) ESAB Rebel™ EMP 215ic by submitting the form on the ESAB Contest Landing Page: <http://info.esabna.com/rebel-to-the-rescue>. The form includes spaces to enter personal information. You must fill out all required fields on the form to be eligible. There is a limit of one (1) entry per day during the Contest Period. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address during the Contest Period.

5. **Winner Determination:** Subject to the entrants' compliance with these Official Rules when submitting their entry, one (1) winner will be chosen randomly through submissions received. The Contest winner will be awarded one (1) ESAB Rebel™ EMP 215ic.
6. **Winner Requirements:** Potential winners will be notified by email on or around July 10, 2016. The potential winners will be sent an email to the address that was submitted as part of the form on the Contest's official landing page: <http://info.esabna.com/rebel-to-the-rescue>. The potential winners must reply to the email with a mailing address and day time phone number. 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 one (1) alternate winner may be determined, after which the prize will remain un-awarded.

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.

7. **ONE (1) CONTEST WINNER:** The ESAB Rebel™ EMP 215ic. Approximate Retail Value (ARV) of Prize: \$1,899.00.

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. Winner is 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 Facebook, 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.