

# ESAB TOUGH "ULTIMATE OFFROAD EXPERIENCE" GIVEAWAY

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **Eligibility:** ESAB TOUGH "ULTIMATE OFFROAD EXPERIENCE" (the "Sweepstakes") is open only to those who sign up at the online sweepstakes page and who are 18 years of age as of the date of entry. The sweepstakes is only open to legal residents of the United States, the District of Columbia and is void where prohibited by law. Employees of The ESAB Group, Inc. (doing business as ESAB Welding and Cutting Products) ("ESAB") and its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and their immediate family members and/or those living in the same household of each, are not eligible to participate in the Sweepstakes.
2. **Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these ESAB TOUGH "ULTIMATE OFFROAD EXPERIENCE" GIVEAWAY Rules (these "Rules"), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of ESAB as final and binding as it relates to the Sweepstakes. The Sweepstakes is subject to all applicable U.S. federal, state and local laws and regulations. The Sweepstakes is void outside of the United States, Mexico and Canada and where prohibited by law.
3. **Sweepstakes Period:** Entries will be accepted online starting on or about January 22, 2018 at 12:00:00AM Eastern Time (EST) and ending February 16, 2018 at 11:59:59PM EST. All online entries must be received by February 16, 2018 11:59:59PM EST.
4. **How to Enter:** The Sweepstakes must be entered by submitting an entry using the online form provided on <http://www.esab.com/koh2018> entry and entrant must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of ESAB. You may enter only once per calendar day (and can only use one email address to enter) and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of ESAB. All entries become the property of ESAB and will not be returned.
5. **Prize:** There will be one (1) winner out of all entries. The winner will receive a trip with a retail value of approximately \$1,000 (USD), which consists of the following:
  - One (1) roundtrip coach airfare for winner between a major airport closest to winner's residence and Phoenix, AZ airport airline (airline to be selected in the sole discretion of ESAB).
  - Hotel accommodations for up to three (3) nights at the destination which includes the room rate and taxes.
  - A tour of the LetzRoll Offroad Racing Headquarters.
  - An afternoon of rock-crawling in an offroad vehicle.
  - \$200 Visa gift card to cover meals

Winner is responsible for incidental travel costs, airport fees, service charges or facility charges. Travel must be booked and completed by December 31, 2018 or the prize will be forfeited. ESAB shall not be responsible or liable for the winner's ability or failure to use the prize. Prize travel is subject to capacity controls, availability, weather, seasonal influences and certain other restrictions, all of which are subject to change. Actual/appraised value may differ at time of prize award. ESAB reserves the right (in its sole discretion) to substitute the prize with one of an equal or greater value if any prize item or prize-related event is delayed, cancelled or not available for any reason. The specifics of the prize shall be solely determined by ESAB. No cash or other prize substitution permitted except at ESAB's discretion. The prize is nontransferable. Any and all prize-related expenses not specified above, including without limitation any and all federal, state, and/or local taxes, meals, beverages, mini-bar, souvenirs, gratuities, insurance, personal services, incidentals, etc. shall be the sole responsibility of the winner. All trip reservations and accommodations will be as designated by ESAB and are subject to black-out dates and availability. The winner must possess required photo identification documents necessary for travel prior to ticketing. The winner may not substitute the prize, transfer/assign the prize to others or request for the cash equivalent. Acceptance of prize constitutes permission for ESAB and its designees to use winner's name, biographical information, likeness, and entry for purposes of advertising and trade without further compensation, review or approval, unless prohibited by law.

6. **Odds:** The odds of winning depend on the number of eligible entries received. A purchase will not improve your chances of winning.
  
7. **Winner selection and notification:** One (1) potential winner of the Sweepstakes will be selected at the end of the Sweepstakes, on or about February 21, 2018, in a random drawing under the supervision of ESAB. The potential winner(s) will be notified via email to the email address they entered in the Sweepstakes within five (5) days following the winner selection. The potential winner(s) will have fifteen (15) days to reply by email to the email notification that they have won the Sweepstakes. ESAB shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information.

To be declared the winner, the potential winner(s) must first: (i) have complied with, be in compliance with, and continue to comply with the Rules; and (ii) return a completed and executed declaration and releases as required. If the potential winner is a Canadian resident, he/she must also correctly answer, unaided, a time-limited, mathematical skill-testing question on the declaration and releases form. If the potential winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required (and/or in the case of a Canadian resident, fails to correctly answer the mathematical skill-testing question), the prize may be forfeited and an alternate potential winner selected by random drawing from among the remaining eligible entries.

The use of robotic, automatic, macro, programmed or like methods (including, without limitation, the use of any promotion/sweepstakes subscription, notification, entry or like sites or services that offer sweepstakes entry services "on behalf of" entrant) is strictly prohibited. Any false information provided by an entrant concerning his/her identity or mailing address or any non-compliance by an entrant with these Rules may result in the immediate disqualification of the entrant from this Sweepstakes. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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 this Sweepstakes is challenged by any legal or regulatory authority, ESAB reserves the right to

terminate the Sweepstakes, or to disqualify entrants residing in the affected geographic areas. In such event, ESAB shall have no liability to any entrants who are disqualified due to such an action.

Acceptance by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all applicable rules and regulations, including all applicable U.S. federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER WILL (AT ESAB'S SOLE DISCRETION) RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights Granted by You:** By entering this Sweepstakes you understand, expressly acknowledge and consent that ESAB, anyone acting on behalf of ESAB, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
9. **Terms; Restrictions:** ESAB reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, ESAB may (in its sole discretion) elect to select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by ESAB. ESAB reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Rules.

ESAB has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and, should such an attempt be made, ESAB reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. **Limitation of Liability; Release:** By entering you agree to release and hold harmless ESAB and its subsidiaries, related parties, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, associated with the Sweepstakes including, without limitation, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures or errors of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software or late, lost, illegible, incomplete, or misdirected entries; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries, including without limitation any typographical or printing errors in the offer, administration of this Sweepstakes or in announcement of winner. IN NO EVENT WILL ESAB, ITS RELATED PARTIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS

HAVE ANY LIABILITY TO ANY ENTRANT OR WINNER RELATED TO THIS SWEEPSTAKES OR THE PRIZE AWARDED, INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES.

11. **Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF SOUTH CAROLINA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in South Carolina having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased. Any and all disputes that arise relating to this Sweepstakes must be filed within one (1) year from the date that the prize winner is announced.
12. **Communication and Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the ESAB Web Site. To read the Privacy Policy, [click here](#).

*US entrants:* By entering this Sweepstakes, you understand, expressly acknowledge and consent that ESAB, anyone acting on behalf of ESAB, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to contact you about ESAB and its products, services and offers using the contact information you have submitted and you agree to receive email communications periodically from ESAB. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the communication.

*Canadian entrants:* By entering this Sweepstakes, you understand, expressly acknowledge and consent to ESAB collecting your personal data for the purpose of administering this Sweepstakes and, if you should so elect, to communicate to you ESAB's products, services, and offers. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the communication. If you do not wish to receive any other email communication from ESAB, you should so indicate when you enter the Sweepstakes. Please see the Privacy Policies for ESAB for information on the policy towards maintaining the privacy and security of user information.

13. **Winner List:** To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: ESAB Welding and Cutting Products, Attention MarCom Department, 181 E. Evans Street, Suite 18, Florence, SC 29506 (United States). Requests must be received no later than March 31, 2018.
14. **Sponsor:** The sponsor of the Sweepstakes is The ESAB Group, Inc. (doing business as ESAB Welding and Cutting Products), 181 E. Evans Street, Suite 18, Florence, SC 29506, United States.