

# ESAB ENEWSLETTER GIVEAWAY

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

- 1. Eligibility:** ESAB ENEWSLETTER GIVEAWAY (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, Mexico, and Canada (excluding Quebec) and is void where prohibited by law. Employees of 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 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 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 July 1, 2018 at 12:00:00AM Eastern Time (EST) and ending December 31, 2020 at 11:59:59PM EST. All online entries must be received by December 31, 2020 11:59:59PM EST.
- 4. How to Enter:** The Sweepstakes must be entered by submitting an entry using the online form provided on <https://www.esabna.com/us/en/news/newsletter-subscribe.cfm> 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. Prizes:** There will be one (1) winner per month. The winner will receive one pair (1) of TIG Professional Welding Gloves, Approximate Retail Value (ARV): \$8.99, one (1) ESAB Proban/Leather Jacket, Approximate Retail Value (ARV): \$69.99, and one pair (1) of Weld Warrior Safety Glasses, Approximate Retail Value (ARV): \$12.99.
- 6. 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 the selected new release is 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, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. 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 to use winner's name, likeness, and entry

for purposes of advertising and trade without further compensation, unless prohibited by law.

7. **Odds:** The odds of winning depend on the number of eligible entries received.
8. **Winner selection and notification:** One (1) potential winner(s) of the Sweepstakes will be selected at every at the end of the sweepstakes, December 31, 2020, in a random drawing under the supervision of ESAB through the end of the promotional contest. 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.

9. **Prize Distribution:** Once confirmed as a winner, a confirmation will be sent to the winner within thirty (30) days confirming the prize to be sent to the winner. As soon as ESAB is reasonably able to do so after the prize becomes available, ESAB will send the prize to the winner via postal mail. No responsibility is assumed by ESAB, or any affiliated companies for any postal mail or delivery return as undeliverable without a forwarding address. No responsibility is assumed by ESAB or any affiliated companies for the prize after it has been shipped including without limitation any delay in delivery or damage during delivery. Unclaimed prize will not be awarded. Failure to redeem a prize will result in forfeiture of the prize. Prize winner is responsible for any applicable taxes related to any prize received. Winner bears all risk of loss or damages to prizes after delivery.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all 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.

10. **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.

11. **Terms:** 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 Terms & Conditions.

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.

12. **Limitation of Liability:** 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 of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (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.
13. **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.
14. **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:* ESAB is 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.

*Mexican entrants:* ESAB is 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.

15. **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 January 31, 2021.
16. **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.