

## PEPCO Vendor of the Month Promotion Official Rules

A complete copy of these rules can be obtained at the offices of Professional Electric Products Company (PEPCO), 33210 Lakeland Boulevard, Eastlake, Ohio 44095 during normal business hours Monday through Friday or at [www.pepconet.com](http://www.pepconet.com).

PEPCO will conduct "Vendor of the Month" drawings (the "Promotion") substantially as described in these rules and by participating, each participant agrees as follows:

1. No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.
2. Only legal U.S. residents age 18 or older with a valid Social Security number at the time of entry and who currently live within the forty-eight contiguous United States are eligible to participate in the Promotion. Employees, agents, representatives, or affiliates of PEPCO and their immediate family members and household members are not eligible to participate. The term "immediate family members" includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others.
3. **Drawing Dates:** Drawings shall be held once per month in each location that a drawing is held.
4. **How To Enter:** Each month a feature vendor will be announced. Every qualifying order will earn one entry into the drawing for that month, to be held in each branch locations (Eastlake, Toledo, Akron, Canton and Columbus). All entries must be received prior to the day of the drawing(s), incomplete or illegible entries will be disregarded. In addition to the above, entries can be made by completing the online form at [www.pepconet.com](http://www.pepconet.com) or by sending a post card with your name, company, address, phone number, and email to Pepco Vendor of the Month Promotion, Attn: Director of Marketing, PO Box 1570, Willoughby, OH 44096.
5. **Prize(s):** The monthly drawings prize(s) that may be awarded to the eligible winner(s) are valued at up to \$599 include: Smart Large Screen TV, Package to local restaurant or winery, sporting goods package, concert and event packages, and golf packages. Specific prizes will be announced prior to the drawings. **PRIZE PACKAGE DISCLAIMER: Not valid with any other promotion or offer, delivery is winner's responsibility, non-transferable, not transferable for cash/no cash value, Peppo reserves the right to substitute any prize for another of equal value.**
6. Prizes are not transferable, redeemable for cash or exchangeable for any other prize, except in sole discretion of PEPCO. All prizes must be redeemed within 48 hours of the drawing(s) unless otherwise specified. If a winner cannot be contacted or is disqualified, PEPCO reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion. PEPCO is not acting as the manufacturer or distributor of any prize awarded. PEPCO makes no warranties with respect to any prize. With respect to any claims for cancelled, postponed, or rained out concert, sporting event or show ticket prizes, winner should look to the provider or others in the chain of production and distribution but excluding PEPCO.
7. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
8. All prizes are awarded "as is." Prizes are nontransferable and cannot be exchanged. No substitute prize will be awarded to a winner who declines to accept a prize.
9. Odds of winning depend on a number of factors including the number of eligible entries received.
10. PEPCO shall not be responsible for the failure of participating sponsors to deliver the prizes or any part thereof as described herein.
11. All prizes must be claimed in person at PEPCO at the drawing location at the time of the drawing or if not preset, then within forty-eight (48) hours after PEPCO notifies the winning person. After such time, ownership of said prize(s) reverts back to PEPCO to be disposed of at its discretion. The winner then loses all claims and rights to said prize.
12. Proper identification must be presented by any winner to claim prize. As a condition to receiving the prize, any potential winner must complete and sign a Prize Claim and Release, releasing PEPCO from all liability in connection with winner's participation in the Promotion and acceptance, use, or non-use of any prizes.
13. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of PEPCO to be used, disposed of or destroyed in its sole discretion.
14. All entrants, contestants and winners agree to give PEPCO and its licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish their name, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, and winner's voice, recorded or live, for any reason PEPCO deems necessary without compensation, unless prohibited by law. All winners release, discharge, and agree to hold PEPCO harmless from any and all claims they may have against PEPCO in connection with the taking, production, or the use of winners' name, city of residence, any photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations, and including winners' voices, recorded or live. All winners further acknowledge that PEPCO owns or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to PEPCO.
15. By participating in the Promotion, participants agree to be bound by the decisions of PEPCO. Persons who violate any rule, gain unfair advantage in participating in the Promotion, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. PEPCO will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Promotion and PEPCO's decisions concerning such disputes shall be final. If the conduct or outcome of the Promotion is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond PEPCO's control, PEPCO reserves the right to terminate this Promotion, or make such other decisions regarding the administration or outcome as PEPCO deems appropriate. All decisions made by PEPCO are final. PEPCO may waive any of these rules in its sole discretion. **ANY ATTEMPT BY A ANY INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS PROMOTION, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PEPCO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**
16. By participating in the Promotion, each participant agrees to waive any and all claims for damages for death, personal injury, loss of property or property damage that he or she may sustain as a result of his or her participation in the Promotion and/or the use or non-use of any prize, and any damages or losses arising from the implementation or carrying out of the Promotion or any participant's failure to win or receive a prize, and to release PEPCO, its subsidiaries, affiliates, directors, officers, employees and agents from any and all liability arising out of or connected in any way with the Promotion, even though that liability may arise out of an intentional act, omission, negligence or carelessness on the part of the persons or entities mentioned above, out of contract, out of strict liability, or out of any other legal theory without limitation.
17. PEPCO reserves the right to limit the number of times an individual may enter a contest or drawing.
18. PEPCO reserves the right to require contestants and entrants to be present at drawings in order to win their prize.