

## FUEL Shirt Sweepstakes

### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE AN ENTRANT'S CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC) WHO ARE 18 YEARS OF AGE OR OLDER, AND OF THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE. VOID ELSEWHERE AND WHEREVER RESTRICTED IN A MANNER INCONSISTENT WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN ANY ASPECT OF THIS PROMOTION, EACH ENTRANT AGREES TO ABIDE BY THESE RULES. FAILURE TO ABIDE BY THESE OFFICIAL RULES WILL VOID AN ENTRANT'S ENTRY IN THE PROMOTION.

The FUEL Shirt Sweepstakes (the "Promotion") is sponsored and administrated by Milwaukee Electric Tool Corporation ("Sponsor"), with its principal place of business located at 13135 W. Lisbon Rd., Brookfield, WI 53005 (the "Promotion Address").

**1. ELIGIBILITY:** Those who are eligible in accordance with these Official Rules may participate in the Promotion. Participation in any part of the Promotion constitutes an entrant's full and unconditional agreement to and acceptance of these Official Rules. This Promotion is open to legal residents of the fifty United States (including the District of Columbia) and Canada (excluding the Province of Quebec) (the "Eligible Territory"), who are of the age of majority in their jurisdiction of residence (which must be in the Eligible Territory), are 18 years or older, and are not an employee, officer or director of Sponsor, its affiliates, subsidiaries, advertising and promotional agencies or an immediate family member of or household resident with such persons. For these Official Rules, "immediate family member" means mother, step-mother, father, step-father, siblings, step-siblings, children, step-children, wards, grandparents, step-grandparents, domestic partners and spouses, including common law spouses, regardless of where they reside. The Promotion is subject to all applicable federal, state, provincial, and local laws. Each entrant agrees to be bound by the decisions of Sponsor and such decisions shall be final.

**2. ENTRY PERIOD; HOW TO ENTER; ENTRIES:** The Promotion begins at 12:00:00 AM Central Standard Time ("CST") on May 1<sup>st</sup>, 2024 and ends at 11:59:59 PM CST on May 31<sup>st</sup>, 2024 or such earlier date when all of the Prizes available in the Promotion have been awarded (the "Entry Period"). Sponsor's designated computer is the official time clock for this Promotion.

To enter, during the Entry Period, entrants must visit [www.milwaukeeetool.com/fuel-enter](http://www.milwaukeeetool.com/fuel-enter) (the "Promotion Site") and follow all on screen entry instructions, including entering the code found inside MILWAUKEE product packaging ("Entry Code") and providing all required information. To obtain an Entry Code without obtaining a MILWAUKEE product, entrants must send a self-addressed, stamped envelope to FUEL Shirt Sweepstakes at the Promotion Address. Legal residents of the State of Vermont may omit return postage. Limit one Entry Code per envelope. Mail-in requests must be received no later than fourteen (14) days prior to the conclusion of the Entry Period.

If an entrant chooses to enter using a wireless phone or mobile device, **message and data rates may apply in accordance with his or her service plan.**

Only three (3) entries per person. An entrant may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules.

All entries are subject to any verification procedures determined by Sponsor at its sole discretion, including, but not limited to, use of anti-fraud detection devices. No third-party entry, entry through

any promotion or entry service, or use of any robotic, automatic, programmed, or similar entry method is permitted. Sponsor and its designees reserve the right to disqualify any entrant who tampers or attempts to tamper with the entry procedure, violates these Official Rules, or meets any other disqualification criteria set forth in Section 9. If for any reason the Promotion is not capable of being conducted as contemplated in these Official Rules, including if due to computer virus, bugs, tampering or technical failures which compromise the administration or integrity of the Promotion, Sponsor, in its sole discretion, reserves the right to terminate or modify the Promotion.

Sponsor is not responsible for lost, late, incomplete, illegible, unintelligible, inaccurate, undelivered, delayed, mutilated, or misdirected entries, correspondence, communications, requests, claims or other errors or problems in connection with or relating to the Promotion. Sponsor is also not responsible for electronic hardware or software, network, Internet, computer or technological malfunctions, failures or difficulties of any kind, failed, incomplete, garbled or delayed computer transmissions, and/or any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted or corrupted, including computer viruses, bugs, tampering unauthorized intervention or technical or other failures of any sort. Proof of sending or submission of an entry will not be deemed to be proof of receipt by Sponsor.

**3. PRIZE:** After applicable verification and subject to compliance with these Official Rules, eight hundred and fifty (850) winners shall be awarded: one (1) FUEL t-shirt (a "Prize").

**4. ODDS CRITERIA; DRAWING DATE:** The odds of winning a Prize depend on the number of eligible entries received. A random drawing to select potential winners will occur on or about June 14<sup>th</sup>, 2024. The total approximate retail value ("ARV") of the Prize is \$5.

**5. DESIGNATION OF WINNER; DELIVERY OF THE PRIZE:** Sponsor will attempt to notify each potential winner by email, mail, or other contact information provided. To be confirmed, a potential winner may be required to sign and return within seven (7) days of Sponsor's notification attempt, an Affidavit of Eligibility, Liability and Publicity Release (where permitted by law) (the "Affidavit"), or if winner is a Canadian resident, a Declaration of Compliance with Promotion Rules and Liability and Publicity Release ("Declaration"), or the Prize will be forfeited and an alternate winner may be determined. If required under applicable law, Canadian residents must correctly answer an arithmetic skill test question to claim the Prize. Following timely receipt of the Affidavit or Declaration (as applicable and if required by Sponsor) and confirmation by Sponsor of the potential winner's compliance with these Official Rules, the selected entrant will be confirmed a winner and will receive the Prize.

The Prize will be delivered by mail or other delivery designated by Sponsor to the residential address of winner within the Eligible Territory approximately eight (8) weeks after confirmation of such winner. The return of the Prize or notification of the Prize as undeliverable may result in disqualification and selection of an alternate winner. No transfer or substitution of the Prize is permitted, and the Prize is not convertible to cash, except where required by law. If the Prize, or a portion thereof, becomes unavailable or cannot be award for any reason, the Sponsor may substitute the Prize, or a portion thereof, for a prize of equal or greater value, including, at Sponsor's sole discretion, a cash award. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. All applicable federal, state, provincial and local taxes and all fees and expenses related to acceptance or use of the Prize are solely the responsibility of the Prize winner. Sponsor shall not be obligated to replace the Prize if it is lost, stolen, or damaged in transit.

**6. WINNER PUBLICITY RELEASE; LIST OF WINNERS:** By accepting the Prize, each winner consents and agrees to Sponsor's and its affiliates, subsidiaries, and its advertising and promotional partners use of his or her name, voice, photograph, and likeness for advertising, promotional, public relations, and other business purposes, in any and all media now known or

hereinafter invented, without territorial or time limitations, and without additional compensation. This paragraph shall not apply to legal residents of the State of Tennessee.

To request the name of each winner, please send a self-addressed stamped envelope to: FUEL Shirt Sweepstakes at the Promotion Address. Legal residents of the State of Vermont may omit return postage. Requests must be received within six (6) months of the end of the Entry Period unless a longer time is expressly required by law. Unless prohibited by applicable law, Sponsor reserves the right to deny such request.

**7. PRIVACY:** All information submitted as part of this Promotion will be treated in accordance with Sponsor's Privacy Policy (<http://www.milwaukeeetool.com/privacy>).

**8. RELEASE AND LIMITATIONS OF LIABILITY:** BY PARTICIPATING IN THE PROMOTION, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND THEIR AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE "PROMOTION PARTIES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF ENTRANT'S PARTICIPATION IN THE PROMOTION, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, INCLUDING WHILE TRAVELING IN CONNECTION WITH THE PROMOTION, OR RECEIPT, POSSESSION, OWNERSHIP, OR USE OF THE PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROMOTION PARTIES' LIABILITY WILL BE LIMITED TO THE DIRECT, OUT OF POCKET COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE PROMOTION PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE, IN SUCH STATES ONLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

**8.1. No Warranty.** Each entrant acknowledges that the Promotion Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties provided exclusively by any Prize supplier that may accompany the Prize. Some jurisdictions may not allow the exclusion of implied warranties, therefore, in such states only, some of the above limitations or exclusions may not apply.

**8.2. Release of Claims (California).** Each entrant acknowledges that there is a possibility that, subsequent to his or her involvement with the Promotion and adherence to these Official Rules he or she may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by him or her at that time may have materially affected his or her decision to participate in the Promotion. Such entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, he or she is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such entrants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:"

**A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

**8.3. Full Release.** The release set forth in this Section 8 shall constitute a full release. Each entrant knowingly and voluntarily waives any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver he or she would not have been permitted to participate in the Promotion or

receive the Prize. Each entrant acknowledges and understands the significance and consequence of this release and of this specific waiver of such laws.

**9. DISQUALIFICATION:** Sponsor reserves the right to disqualify any individual or entrant it determines, at its sole discretion, is: (a) in violation of these Official Rules; (b) attempting to tamper with or undermine the entry process or the legitimate operation of the Promotion; (c) refusing or failing to provide proof of identity or eligibility if requested by Sponsor at any time; (d) supplying any untruthful, inaccurate or misleading personal details and information; (e) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person, including without limitation, harming or threatening to harm any other entrant or the Promotion Parties' personnel; (f) potentially or actually cheating; or (g) purposely impeding the work of the Promotion Parties or the implementation of the Promotion. The disqualification of an individual or entrant shall be final and not subject to appeal or review for any reason whatsoever. For the avoidance of doubt, this Section 9 shall not limit any other of Sponsor's rights or abilities set forth in these Official Rules.

**10. ERRORS AND MALFUNCTIONS; FRAUD; TAMPERING.** The Promotion Parties are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; or failures, relating to or resulting from participation in this Promotion; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost for any other reason whatsoever, including typographical, printing or other errors, or any combination thereof. The Promotion Parties also are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; or miscommunications or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. CONSTRUCTION OF OFFICIAL RULES.** These Official Rules shall only be modified or amended in accordance with applicable law. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the posting, printing or reproduction of these Official Rules, administration of the Promotion, or in the announcement of the Prize winner.

**12. TERMINATION.** Except as prohibited by law, Sponsor reserves the right to suspend or modify this Promotion at any time without notice or obligation. If, for any reason, the Promotion is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud, technical failures, a force majeure event, or any cause beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor may, in its sole discretion: (a) void any suspect entry; (b) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (c) award the Prize at random, by a drawing, from among the eligible, non-suspect entries received up to the time of the impairment. If such modification or suspension occurs, Sponsor will make a commercially reasonable effort to post notice of such modification or suspension on Sponsor's website.

**13. ARBITRATION PROVISION.** By participating in this Promotion, each entrant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that he or she may have with, or claims he or she may have against, Sponsor or the Promotion Parties arising out of, relating to, or connected in any way with the Promotion, the awarding of the Prize, or the determination of the scope or applicability of these Official Rules, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration Forum (“Forum”) and conducted before a sole arbitrator pursuant to the Forum’s Code of Procedure. Further, each entrant agrees that: (a) this arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in Milwaukee, Wisconsin, USA or at such other location as may be mutually agreed by the entrant and Sponsor; (c) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (d) the arbitrator shall apply Wisconsin law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; (f) arbitration can decide only the entrant’s and Sponsor’s individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (g) the arbitrator shall not have the power to award punitive damages against the Promotion Parties. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on the Forum and/or the Forum’s Code of Procedure, please visit its website at [www.arb-forum.com](http://www.arb-forum.com) or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

**14. CHOICE OF LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, USA without regard to choice of law or conflicts of laws principles under Wisconsin law or any other jurisdiction which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

**15. FURTHER DOCUMENTATION.** If Sponsor shall desire to secure additional assignments, certificates or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Promotion, then each entrant agrees to promptly sign and deliver to Sponsor the same upon Sponsor’s request thereof.

*To request additional copies of these Official Rules, please send a self-addressed stamped envelope to: FUEL Shirt Sweepstakes at the Promotion Address. Requests must be received within six (6) months of the end of the Entry Period unless a longer time is expressly required by law. Unless prohibited by applicable law, Sponsor reserves the right to deny such request.*