## W5132 3/8" Cordless Impactool™ Sweepstakes Official Rules No Purchase Necessary

The **W5132 3/8" Cordless Impactool™ Sweepstakes** ("Sweepstakes") is sponsored by Ingersoll–Rand Company, 800-B Beaty St. Davidson, NC 28036 ("Ingersoll Rand"). <u>By entering, each entrant accepts and agrees to be bound by these Official Rules</u>.

This Sweepstakes is comprised of the following two components: (a) Entering the sweepstakes by completing the entry form on the following website: http://l.ingersollrandproducts.com/W5132promo; and (b) random online drawing.

- 1. SWEEPSTAKES PERIOD: The Sweepstakes begins on May 15, 2017 at 9:00AM Eastern Standard Time ("EST") and ends May 26, 2017 at 11:59:59PM EST ("Sweepstakes Period"). Note: Ingersoll Rand's computer is the official time keeping device for the online random drawing.
- 2. ELIGIBILITY: This Sweepstakes is open only to legal residents of the United States who are at least 18 years old at the time of entry. This Sweepstakes shall be construed and evaluated according to the laws of the United States. The Promotion is void where prohibited or restricted by law. Employees of Ingersoll Rand and their family members or persons living in the same households of such individuals are not eligible to participate in this Sweepstakes. By entering this Sweepstakes, participants agree to abide by all terms of these Official Rules and to be bound by the decisions of Ingersoll Rand. All federal, state, and local laws apply. Winners will be required to sign and return to Ingersoll Rand within ten (10) days an affidavit of eligibility (except where prohibited) affirming such winner's agreement to all terms, conditions, and restrictions in these Official Rules.
- 3. AGREEMENT TO OFFICIAL RULES: Your participation in the Sweepstakes constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of Ingersoll Rand, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.
- 4. HOW TO ENTER: First, visit the website: <a href="http://l.ingersollrandproducts.com/W5132promo">http://l.ingersollrandproducts.com/W5132promo</a>. Second, complete the entry form on the website and click "enter now." Upon completion of the first two steps, you will then be entered into the random online drawing stated in these Official Rules. If you are a winner of the random drawing, Ingersoll Rand will send an email to the email address you provided when completing the entry form, notifying you that you have won. Use of any automated entry software is prohibited.
- 5. RANDOM SWEEPSTAKES DRAWING: Ingersoll Rand will conduct a random online drawing within two (2) business days immediately following the expiration of the Sweepstakes Period. Winners will be selected by random online drawing by Ingersoll Rand from all eligible entries received within the Sweepstakes Period. Odds of winning depend upon the number of eligible entries received. A purchase of Ingersoll Rand's products will not increase the odds of winning. Winners must meet all eligibility requirements including the execution and delivery of all necessary releases and receive

official written notification from Ingersoll Rand by email. All potential Sweepstakes entries are subject to verification by Ingersoll Rand, whose decision is final and binding in all matters related to the Sweepstakes. Ingersoll Rand will not accept screen shots or other evidence of winning in lieu of its validation process. Any entry that occurs after the system has failed for any reason is deemed a defective entry and is void and will not be honored. If any attempted notification is not successful within ten (10) days, the prize will be forfeited and Ingersoll Rand reserves the right to randomly select an alternate winner from among the remaining eligible entries.

- 6. PRIZES: One (1) entry will be drawn randomly to receive an Ingersoll Rand W5132 3/8" Cordless Impactool™ prize pack, valued at approximately \$549.00USD. Prizes are nontransferable until awarded, non-refundable, and must be accepted as awarded. No cash or other substitution may be made except by Ingersoll Rand, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by Ingersoll Rand in Ingersoll Rand's sole discretion. Winners are responsible for all applicable taxes associated with receipt of a prize.
- 7. HOW TO CLAIM YOUR PRIZE: Ingersoll Rand will contact you via the email address you provided when completing the entry form, notifying you that you have won within forty-eight (48) hours after the applicable random online drawing. The notification email will provide you with direction as to how to complete the prize claim process by providing prize claim details, including executing and delivering the required liability release and affidavit of eligibility. Eligible entrants who are winners and satisfactorily complete the verification process will win the prize indicated, subject to these Official Rules. Winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Winners of the Sweepstakes prize who meet all of the eligibility requirements, are verified, and have fully complied with these Official Rules, will receive their prize via United States Postal Service First Class Mail or U.P.S. within approximately eight (8) weeks after the conclusion of the Sweepstakes Period or the prize order, whichever occurs last.
- 8. GENERAL CONDITIONS: Ingersoll Rand reserves the right to cancel, suspend, and/or modify the Sweepstakes if any fraud, virus or other technical problem corrupts the administration, security, validity, or proper play, as determined by Ingersoll Rand in Ingersoll Rand's sole discretion. In such event, Ingersoll Rand reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Ingersoll Rand reserves the right in Ingersoll Rand's sole discretion to disqualify any individual Ingersoll Rand finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Ingersoll Rand reserves the right to seek damages from any such person to the fullest extent permitted by law. Ingersoll Rand's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online

- service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address.
- 9. PUBLICITY: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Ingersoll Rand's use of winner's name, likeness, voice, opinions, biographical information and state of residence for promotional purposes in any media worldwide without further payment or consideration.
- 10. PRIVACY: All information submitted by you as part of this Sweepstakes will be treated in accordance with Ingersoll Rand's privacy policy, accessible from: http://company.ingersollrand.com/ircorp/en/privacy-policy.html ("Privacy Policy'). Any information requested is provided to Ingersoll Rand.
- 11. RELEASE/INDEMNIFICATION: By participating in the Sweepstakes, entrants agree to release and to indemnify and hold harmless Ingersoll Rand Company and Ingersoll Rand's parent companies, affiliates, subsidiaries, retailers, franchisees, advertising and promotion fulfillment and/or judging agencies, and all of their respective officers, employees, directors, representatives and agents (individually and collectively "Releasees") from all liability, claims, action, or proceedings, losses, injuries and damages to person(s), including death and property, or violation of intellectual property or personal rights (such as but not limited to, copyright, patent, trade name/trademark, and/or rights of privacy or publicity or portrayal in a false light) due in whole or in part to acceptance, possession, misuse or use of any prize; or participation in this Sweepstakes, or participation in any Sweepstakes related activity. By receipt of a prize, winner agrees to release and hold harmless Releasees from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize.
- 12. LIMITATION OF LIABILITY: The Releasees are not responsible for: (a) any inaccurate information, whether caused by entrants or printing errors; (b) unauthorized human intervention in any part of the Sweepstakes; (c) technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (e) lost, delayed, misdirected, or undeliverable mail; or (f) any injury or damage to persons or property including, but not limited to, death, which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt of any prize. IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE

- LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
- 13. DISPUTES: Except where prohibited, by participating in the Sweepstakes, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of North Carolina; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Sweepstakes, but in no event attorneys' fees; and (c) you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Ingersoll Rand in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of North Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.
- 14. HOW WE USE THE INFORMATION COLLECTED: We may combine the personally identifiable information you provide Ingersoll Rand or Ingersoll Rand's parent company, Ingersoll Rand Company, with other information about you that is available to us, including information from other sources. The ways that Ingersoll Rand or Ingersoll Rand's parent company, Ingersoll Rand Company, may use your information include (a) to enable the website and the website's operators to process, manage and deliver your orders; (b) to respond to your specific inquiries; (c) to troubleshoot and provide you with technical support; (d) to provide you with information on any Ingersoll Rand Company entity products and services, either on a personalized or aggregate basis; (e) to give website editors anonymous, aggregate information that is useful for developing new features and products for our visitors and to improve the content and navigation on the website; (f) to resolve disputes, prevent and detect fraud, and otherwise to help Ingersoll Rand and any of Ingersoll Rand's entities to avoid legal liability; (g) to notify you of changes to the Privacy Policy or to other policies or terms that affect you and your use of the website; and (h) for other purposes.
- 15. OFFICIAL RULES & WINNER LIST: You can obtain a list of winners and/or a copy of these Official Rules by emailing lamarketing@irco.com. Records may not be available beyond two (2) years following Entry Period.

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