OFFICIAL RULES

- **1. Eligibility:** The MyRacePass Miller Welders Giveaway (The "Sweepstakes") is open to all legal residents of the 50 states over the age of 18 with access to the Internet and a valid email account. The Sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. MyRacePass employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Sweepstakes
- **2. Sponsorship:** The sponsor is MyRacePass, located at PO Box 81666, Lincoln, NE 68501 . Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.
- **3. Agreement to Rules:** By entering this Sweepstakes, the Entrant ("You") agrees to abide by the Official Rules and decisions, which are fully and unconditionally binding in all respects. Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at their sole discretion. By entering this Sweepstakes You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the Sweepstakes.
- **4. Sweepstakes Entry Period:** This promotion begins on November 1, 2021 and ends on December 31, 2021 ("Entry Period"). To be eligible for the Contest, participants must submit within the specified Entry Period.
- **5. How to Enter:** Eligible entrants can enter The MyRacePass Miller Welders Sweepstakes online only. As a participant, your entry must fully meet all Sweepstakes requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.
- **6. Prizes:** The Winner(s) of the Sweepstakes (the "Winner") will receive a Miller Welders Prize Package (approx \$890 value) consisting of:

F-Series ArcStation TIG/MultiTask Gloves XL (6 per pkg) Metalworker Gloves XL (6 per package)

7. Odds: The total number of eligible entries received determines the odds of winning.

- 8. Selection and Notification of Winner: The Winners will be drawn at random by end of business on January 7, 2022. The Sponsor will notify the Winner(s) by email, phone, etc.] within five (5) days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within [14 days] from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize offered in the MyRacePass Fantasy Challenge by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- **9. Rights Granted by You:** By submitting an entry (e.g., text, video, photo, etc.) into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Sweepstakes, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.
- **10. Terms & Conditions:** In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Sweepstakes should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Sweepstakes. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Sweepstakes or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the

legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

- 11. Limitation of Liability: Your entry into this Sweepstakes constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Sweepstakes and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.
- 12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE USA AND THE STATE OF NEBRASKA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Sweepstakes, they shall be individually resolved exclusively before a court located in Nebraska having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). The participant waives all rights to have damages multiplied or increased.
- **13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the MyRacePass website. Click here https://www.myracepass.com/privacy/ to read the Privacy Policy.