

## **OFFICIAL RULES**

## NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. MANY WILL ENTER, FEW WILL WIN.

1. <u>Eligibility</u>: The Channellock® Trade School Trade-up contest (the "Contest") is open to eligible high school or college trade programs within the United States. One person on your team must serve as a team leader and official entrant – that person may be the trade program teacher or administrator. That team leader ("Team Leader" or "Entrant") must be a legal U.S. resident and 18 years of age or older at time of entry. There is no age requirement for other team members. All team members must be enrolled in (or teach/administer) a trade program for one of the following trades: plumbing, electrical, welding or automotive. The maximum number of team members is ten (10) individuals plus one (1) teacher/administrator. Employees of Channellock, Inc. its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and the immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. <u>Agreement to Rules</u>: These Official Rules are made between you (the "Entrant") and Channellock. By participating, the Entrant agrees to be fully and unconditionally bound by these Official Rules, and Entrant represents and warrants that Entrant meets the eligibility requirements. By participating in the Contest, Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Channellock, which are final and binding in all matters related to the Contest. The award of a prize is contingent upon Entrant complying with all conditions and fulfilling all requirements set forth herein. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES PLEASE DO NOT PROVIDE A VIDEO TO CHANNELLOCK AND DO NOT PARTICIPATE IN THE CONTEST.

3. <u>Contest Timing</u>: Video submissions will be accepted online starting at 12:01AM (EST) on September 1, 2023 and ending at 11:59 PM (EST) on October 13, 2023 (the "Contest Entry Period"). All submissions must be uploaded and received no later than 11:59 PM (EST) on October 13, 2023. After three video finalists are selected (as described more fully below), public

voting will open beginning at 8:00 AM (EST) on October 24, 2023 and ending at 11:59 PM (EST) on October 26, 2023. Results of the public voting will be announced on or around October 30, 2023.

4. <u>How to Enter</u>: The Contest can only be entered by submitting a video using the application portal provided at <u>https://www.channellock.com/tradeup</u>. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Channellock. Entrants may enter only once. Entrants must provide the information requested. In addition, to be eligible, each video entry must meet the following criteria:

- Videos must be no longer than 2.5 minutes in length, but no shorter than one minute. Any video longer than 2.5 minutes or shorter than 1 minute will be ineligible and will not be considered.
- There are no limitations on devices used to create submission videos. Videos may be shot with cell phones, cameras, etc.
- The video must be uploaded in .mp4 or .mov format.
- By uploading a video, Entrant warrants that Entrant is the sole author and copyright owner of the entry or has the permission (via license or otherwise) to use or incorporate those entry portions authored or owned by third parties.
- All participants in the video must understand and agree that the video will be shared publicly via social media and other online platforms.
- The content of the video is your responsibility. If any team members are minors, we recommend you obtain permission from their parents or legal guardians. If your video is chosen as a finalist, and any team member is under the age of majority in your state (usually 18 years of age), you must submit a minors release form that is signed by any such minor's parents or legal guardians (as more fully described below).
- The video must not contain brand names or trademarks other than that of your organization. This includes any branded apparel, such as hats or t shirts, with company names or logos on them.
- Videos may not have been entered into any other contest or won any other award.
- The video must not contain material that is inappropriate, indecent, obscene, hateful, defamatory, slanderous or libelous.
- The video must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on age, disability, gender, nationality, race, religion, or sexual orientation.
- The video must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the video is created.

5. Judging Criteria and Prizes: During the Contest Entry Period and through October 23, 2023 representatives of Channellock (the "Panel of Judges") will evaluate each video submission and select three finalists ("Finalists") exclusively based on the following criteria: originality, creativity and quality of the submission, compelling overall message, passion for your respective trade, and passion for the Channellock® brand. Each Finalist will be eligible to win the prizes and will be officially notified on or around October 30, 2023.

The Finalists will be notified by phone, email and/or overnight courier at Channellock's sole discretion, and will be required to complete an affidavit of eligibility, a liability release, any applicable release of minor forms, and (where legal) a publicity release, each which must be returned within three (3) days, or an alternate Finalist may be selected. If Finalist cannot be contacted, is ineligible, or fails to timely return a completed and executed affidavit of eligibility and release(s) within three (3) days from the time award notification was sent, an alternate finalist will be selected. Channellock shall have no liability for any Finalist's failure to receive notices due to spam, junk e-mail or other security settings or for Finalist's provision of incorrect or otherwise non-functioning contact information.

Online voting by the public will take place between October 24, 2023 and October 26, 2023 through Channellock's Facebook page. All three videos will be posted on Channellock's Facebook page. Each Facebook "like" on a Finalist's video post (on the Channellock's Facebook page during the public voting period) counts as one vote. The one entry receiving the most votes by the end of the voting period will win First Prize. Second and third place prizes will be awarded to the second and third highest vote receivers, accordingly. The First Prize winner, Second Prize winner, and Third Prize winner are each a "Winner." In the event of a tie at the end of the public voting period, tied entries will be re-judged by the Panel of Judges, based on the criteria set forth above. Each Winner will be subject to approval by Channellock pending confirmation of the Winner's compliance with these Official Rules. All decisions of Channellock regarding any and all aspects of the Contest shall be final, binding and non-appealable.

Prizes are as follows:

**First Place:** \$5,000 cash prize, enough CHANNELLOCK® tools to equip a classroom, and a classroom makeover. Approximate retail value ("ARV") of First Place prize is \$8,000.

**Second Place:** \$2,500 cash prize and enough CHANNELLOCK® tools to equip a classroom. ARV of Second Place prize is \$5,500.

**Third Place:** \$1,000 cash prize and enough CHANNELLOCK® tools to equip a classroom. ARV of Third Place prize is \$4,000.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Channellock. No cash or other prize substitution shall be permitted except at Channellock's sole discretion. The prize is nontransferable. In the event that any prize component is unavailable for any reason, the remaining elements of the prize shall constitute full satisfaction of Channellock's obligation to the Winner and no additional compensation will be awarded. Any unclaimed and/or unused portion of the prize package will be forfeited and will not be substituted. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

6. <u>Odds</u>: The odds of winning depend on the number of eligible entries received.

7. **<u>Rights Granted by Entrant</u>**: By entering this Contest, Entrant understands and agrees that Channellock, anyone acting on behalf of Channellock, and Channellock's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

8. **General**: Channellock reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Channellock's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Channellock may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Channellock. Channellock reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Channellock has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes 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 Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Channellock reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By entering, Entrant agrees to release and hold harmless Channellock and its subsidiaries, 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, from: (i) such entrant's participation in the Contest 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 malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

10. **Disputes**: THIS CONTEST IS GOVERNED BY THE LAWS OF PENNSYLVANIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Pennsylvania having jurisdiction. Further, in any such dispute, under no circumstances shall 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 Contest). Entrant further waives all rights to have damages multiplied or increased.

11. <u>**Privacy Policy**</u>: Information submitted with an entry is subject to the Privacy Policy stated on the Channellock website. To read the Privacy Policy, click <u>here</u>.

12. Winners List: Winners will be posted on Channellock's website.

13. <u>Sponsor</u>: The Sponsor of the Contest is Channellock®, Inc., 1306 South Main Street; Meadville, PA 16335.

14. <u>Administrator</u>: The Administrator of the Contest is Sales Factory, 1301 Carolina Suite 106 Street Greensboro, NC 27401.

15. **Facebook**: By participating in the Contest each Entrant agrees to completely release Facebook of any liability and acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. These Official Rules are in addition to any terms and conditions imposed by Facebook.