

3M Open Element Electronics TV Giveaway

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OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE THE CHANCE OF WINNING.

INTERNET ACCESS IS REQUIRED TO ENTER.

****WINNER IS RESPONSIBLE FOR ANY TAXES****

Participation in and submission of an entry to the Element Electronics 3M Open TV Giveaway (the “Contest”) constitutes your agreement to be bound by these Element Electronics 3M Open TV Giveaway Official Award Rules (the “Official Award Rules”).

1. **Contest Period.** The Contest shall begin at 8:00:00 AM Central Time (“CT”) on Thursday, July 22, 2021 and end no later than 5:00:00 PM CT on Saturday, July 24, 2021 (the “Contest Period”). Entries submitted past the expiration of the Contest Period as set forth above will not be accepted and will be destroyed.

2. **Sponsor and Manager.** The Contest is sponsored by Element TV Company, LP (“Sponsor”), and is managed by 3M Open Fund (the “Manager”).

3. **Eligibility.** Participation is open only to living individuals who are legal residents of the lower forty-eight States of the United States or the District of Columbia and who are at least 18 years of age or older (except residents of Alabama and Nebraska who must be 19 years of age or older, and residents of Mississippi who must be 21 years of age or older) as of the commencement of the Contest Period. VOID IN PUERTO RICO, HAWAII, AND ALASKA AND OUTSIDE THE U.S., AND WHERE PROHIBITED OR RESTRICTED BY LAW.

Eligibility does not include: Employees, officers and directors of Sponsor or Manager and their respective subsidiaries, members, affiliates, advertising, promotion and web design agencies, and their respective affiliates, assigns or representatives; and any other individuals or entities associated with the development, administration, promotion, advertising, execution of, or supply to this Contest (collectively, “Contest Entities”); and family members or persons living in the same household as such individuals, whether

related or not, are not eligible to participate or win. Participation in this Contest constitutes your agreement to be bound by these Official Award Rules.

4. How to Enter. To enter the Contest, you (the “Entrant”) must complete the submission form located at:

<https://link.zixcentral.com/u/3afd4b47/XuL8jZbJ6xGloWb9hnsoMg?u=https%3A%2F%2Fforms.gle%2FvfzhUTdPAq31utUX9>

(the “Submission Form”). The Submission Form shall be made available via QR code during the Contest Period. The Entrant must complete all required fields with all required information in the Submission Form for the entry to be eligible (such eligible submission, an “Entry” and collectively, “Entries”). Any Entry that does not contain valid information may be disqualified in Manager’s sole discretion. Entries do not carry forward and are not automatically entered in subsequent promotions.

Proof of submission of an Entry shall not be deemed proof of receipt of such Entry by Manager. Manager is the official timekeeper for the Contest. Once submitted, Entries will not be acknowledged or returned. By entering the Contest, each Entrant agrees to be bound by these Official Award Rules and the decisions of Manager in connection with the Contest, whose decisions are final and binding on all matters relating to the Contest. Winning the Prize is contingent upon fulfilling all of the requirements in these Official Award Rules.

5. Submission Requirements. You must submit your Submission as directed during the Contest entry process. By submitting a Submission, each Entrant represents and warrants that his/her/their Submission is an original work of authorship and that, as of the date of submission, he/she/they owns all right, title, and interest in the Submission or has all necessary rights in the Submission in order to submit it in accordance with these Official Rules. Submissions will only be accepted on the Submission Form.

6. Contest Winning Criteria. Entrants will be required to submit their best guess for the final tournament score of the 3M Open in the Submission Form. Manager will select the winning Entrant based on the Entrant’s score matching the final tournament score or being the closest possible guess to the final tournament score in the event no Entrant matches the final tournament score exactly (in any case, the “Winning Submission”). If there is only one Winning Submission, the Entrant with the Winning Submission will win the Prize (the “Prize Winner”). If more than one Entrant has submitted a Winning Submission, then the Prize Winner will be selected in a random drawing of all eligible Winning Submissions by Manager.

7. Odds of Winning. One (1) Winning Submission will ultimately be selected after the Contest Period to be the Prize Winner. Entries included will be selected from among all eligible entries through the dates of the Contest Period. The odds of winning depends upon the number of entries.

8. Prizes. The Winner will receive one (1) Element Electronics 70" Roku TV. Approximate Retail Value ("ARV") of the prize is \$700.00 (the "Prize"). All Entrants will not receive a Prize. The ARV of the Prize, especially retail prices of electronic devices, may fluctuate and change between the date of commencement of the Contest and the date that the Prize is awarded or redeemed. The Prize Winner will not receive the difference between actual and approximate retail values. Representatives of Sponsor will arrange to ship the Prize to the Entrant with the Winning Submission after the Prize Winner has been announced, and the Prize Winner shall ensure that his/her/their residence is accessible for the delivery to a physical address of such Prize based on a confirmed date between Sponsor and the Prize Winner.

The Prize may not be assigned, transferred, changed or redeemed for cash, except at the sole discretion of Sponsor. Sponsor reserves the right to substitute the Prize for one of equal or greater value if the designated Prize should become unavailable for any reason.

9. Taxes. The Prize Winners shall be solely responsible for all (i) federal, state, provincial and/or local taxes, and (ii) other fees and expenses not specified herein associated with the receipt and use of the Prize. Each Prize Winner may be required to complete and submit an IRS Form W-9 with his or her social security number or the equivalent for receipt of the Prize. Failure to submit a complete W-9 or equivalent will result in forfeiture of the Prize. The Prize value may be reported to the IRS and other appropriate government agencies. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. Winner Notification. Each Prize Winner will be notified via e-mail by 11:00:00 AM CT on Wednesday, July 28, 2021. If a Prize Winner notification is returned as undeliverable or a Prize Winner cannot be reached, a potential Prize Winner is ineligible, or a Prize Winner declines the Prize, the Prize will be awarded to an alternate Entrant as the new Prize Winner. The Prize Winner must respond by 11:59:00 PM CT on Wednesday, August 4, 2021 after issuance of the Prize Winner notification or the Prize will be forfeited and may be awarded to an alternate Prize Winner. If the Prize is declined by a Prize Winner, or Prize notification is returned as undeliverable, or in the event of noncompliance with these Official Rules, the Prize will be forfeited and may be awarded to an alternate Prize Winner in Sponsor's sole discretion. Only one alternate Prize Winner will be selected. If documents are required and the alternate Prize Winner does not return them within one (1) business day from date of issuance or declines the Prize or Prize notification is returned as undeliverable, or in the event of noncompliance with these Official Rules, the Prize will remain unawarded. Prize Winners are subject to verification, including verification of age. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrants or Nominees. P.O. Boxes are not acceptable as mailing addresses. Awarding of Prize is subject to verification of each Prize Winner's eligibility and full compliance with these Official Award Rules.

As a condition of accepting the Prize, the Prize Winners must respond to Sponsor's notification of winning by 11:59:00 PM CT on Wednesday, August 4, 2021, and must: (1) execute and return a Release of Liability and Publicity document within one (1) business day from Prize Winner's written confirmation of winning; and (2) provide Sponsor with his/her/their social security number and a copy of a valid government issued photo identification along with the above Release document. Failure to sign and return the Release will result in forfeiture of the Prize. Failure to return all required documents in this time period may result in the potential winner being disqualified and an alternate winner being selected. Any unclaimed and/unused portion of a Prize will be forfeited and will not be substituted, nor will there be any refund for any unclaimed and/or unused portion of a Prize.

11. **General.**

A. **NO PURCHASE NECESSARY AND PURCHASE DOES NOT INCREASE CHANCE OF WINNING.**

B. **Contest Cancellation.** Sponsor reserves the right, in its sole discretion, to cancel, terminate or suspend this Contest in its sole discretion. The Contest Entities and their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents are not responsible for any hardware, software or telephone failures of any kind. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Contest violates these Official Award Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Contest.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANTS TO THE FULLEST EXTENT OF THE LAW.

C. **Waiver.** Sponsor's failure to enforce any term of these Official Award Rules shall not constitute a waiver of that provision. Should any provision of these Official Award Rules be deemed unenforceable or invalid, the other provisions of these Official Award Rules shall remain in full force and effect. In the event that this Contest is challenged by any legal or regulatory authority (including but not limited to any federal or provincial or state governmental authority), Sponsor reserves the right to discontinue or modify the Contest, as applicable, or to disqualify any participants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any participants who are disqualified due to such an action.

D. **Privacy Policy.** Any personal information collected will be subject to Sponsor's Privacy Policy. By entering this Contest, each participant agrees that Sponsor has the right to contact participant by telephone, email or regular mail as set forth by these Official Award Rules. In the event of any discrepancy between Sponsor's Privacy Policy and these Official Award Rules, the Privacy Policy will govern and control. For Sponsor's on-line Privacy Policy, please visit <http://www.elementelectronics.com/privacy-policy>.

E. Publicity. Acceptance of the Prize constitutes permission (except where prohibited), for Sponsor and its designees to use each Prize Winner's name, voice, image, likeness, photographs, statements, biographical information and any other personal characteristics, in any and all media now or hereafter known, for any purpose, including without limitation marketing, promotional and/or publicity purposes, without additional compensation to the Prize Winners.

The Prize Winners must be available for interviews and photos, on dates and times to be decided by Sponsor, for release in national and regional television, newspapers, magazines, and Element marketing and promotional materials in all mediums including but not limited to www.elementelectronics.com.

F. Release of Liability. By participating, all participants agree to release, indemnify and hold harmless the Contest Entities and their respective officers, directors, employees, representatives and agents from and against any and all liabilities, claims, judgments, injuries, damages, expenses, or losses whatsoever, including without limitation, property damage, personal injury and/or death which may occur in connection with the Contest, or possession, acceptance and/or use or misuse of the prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy. This Contest is in no way sponsored, endorsed, administered by, or associated with any social media site where it may be advertised.

G. Third Party Terms and Conditions. The Prize may be subject to additional terms, conditions and restrictions of third-party providers, including but not limited to access to the Internet. You acknowledge and agree that Sponsor will not be responsible for any agreement between you and such third-party providers or any content, applications or software provided by such third parties.

H. Minnesota Law. Except where prohibited, by participating each participant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Award Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Minnesota without giving effect to any principles of conflicts of law of any jurisdiction. Except where prohibited, by participating in this Contest, each participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

12. Request for Winner List and Official Award Rules. For Official Award Rules and/or notice of the Prize Winner, send a self-addressed stamped envelope to: Element Electronics 3M Open TV Contest, PO Box 581, Winnsboro, SC, 29180. Residents of Vermont may omit return postage on rules requests. The identity of the Prize Winner will be available 30 days after the end of the Contest Period.

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