

# MSA Tailgate Safety Talks Contest

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER THE CONTEST. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

**CONTEST PERIOD:** The MSA Tailgate Safety Talks ("Contest") hosted by MSA ("Sponsor") starts at 7am Eastern Standard Time (EST) on Sept 15, 2016 and ends at 11:59pm October 31, 2016 ("Contest Period").

**TO ENTER:** During the Contest Period, entrants can complete an online form at (<https://lp.msasafety.com/utility-safety-contest-1180.html>). Four (4) Entrants will be chosen at random by MSA Safety ("Sponsor") every week in October 2016 as a potential winner. Random Drawing will take place at 12pm EST on Mondays October 10, 17, 24, 31.

**ELIGIBILITY:** The Contest is open only to those 13 years of age or older at the time of entry. Void in Puerto Rico and Quebec and where prohibited by law. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Contest.

**WINNING ENTRIES:** (4) Entrants will be chosen at random by Sponsor in October 2016 ("Potential Winner"). The Potential Winner has forty-eight (48) hours after attempt at notification by Sponsor to confirm contact with Sponsor and confirm donation choice ("Claim Period"). Failure to confirm contact with Sponsor within Claim Period will void Potential Winner. Sponsor can then choose one (1) new Potential Winner at random. Claim Period rules will apply for all new Potential Winners until Potential Winner confirms contact with Sponsor. Odds of winning will depend upon the total number of eligible entries received.

**DONATION VALUES:** Four (4) \$250.00 (US) donation will be made to a charity chosen by Potential Winner from possible list (Fallen Lineman Foundation, The Edison Foundation, Wounded Warrior Project, Community Action Agencies).

MSA ("Sponsor") will contact charity and submit \$250.00 donation in winners' name.

All federal, state and local laws and regulations apply. If a potential winner does not respond within Claim Period, or there is a return of any notification as undeliverable, he/she will be disqualified and an alternate can be selected. Upon disqualification, no further compensation will be given.

**RESTRICTIONS:** Winners may make no substitution or transfer of prize and prize is not exchangeable for cash. All federal, state and local taxes are the sole responsibility of winner.

Acceptance of prize constitutes permission to the Sponsor and its agents to use the winner's name and/or likenesses, prize information, photograph, voice, comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law.

By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of the judges. By accepting prize, winners agree to hold Sponsor, Administrator, their shareholders, directors, employees, subsidiaries, affiliates and independent contractors ("Released Parties") harmless against any and all claims and liability, including sponsor's own negligence. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in this promotion or redemption of any prize. No communication regarding entries will be entered into. All materials submitted become the property of the Sponsor and will not be returned or acknowledged. Information collected in connection with this Contest will be used in accordance with Sponsor's privacy policy and these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To review Sponsor's privacy policy, please go to:

<http://s7d9.scene7.com/is/content/minesafetyappliances/Literature/Corporate Documents/Privacy Policy/Privacy Policy - EN.pdf>

Purchase or acceptance of a product offer does not improve your chances of winning.

Sponsor, affiliates, subsidiaries and agencies are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion.

**ADDITIONAL TERMS:** Sponsor will not be responsible for incomplete, undecipherable, lost, late, damaged, misdirected or mutilated entries, misdirected or faulty text or e-mail messages or for any technical problems, incorrect announcements of any kind, hardware or software failures of any kind. Incomplete/illegible entries are void. Sponsor is not responsible for any human or other error that may occur in the processing of the entries, nor are they responsible for any error, omission, interruption, deletion, defect, or delay in operation or transmission, theft or destruction or unauthorized access to or alteration of entries, or for technical, network, telephone, computer hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or failures of any wireless or internet service providers, traffic congestion on the Internet or at any web site or any combination thereof, which may limit a person's ability to participate in this Contest or receive communication from Sponsor.

Prize will be awarded to the name corresponding to the form submission entry originated. In the event of a dispute as to the identity of an entrant, entry will be declared made by the name on the entry submitted at the time of entry.

Sponsor assumes no responsibility for undeliverable email messages resulting from filtration of an entrant's Wireless or Internet service provider or for insufficient space to receive e-mail. Sponsor reserves the right to cancel, terminate, suspend, or modify the promotion if fraud or technical failures destroy the integrity of the promotion; or if a

technical problem corrupts the administration as determined by Sponsor/judges, in their sole discretion. If the promotion is canceled, Sponsor will award prizes from among all eligible entries received as of the time of cancellation in a random drawing, and Sponsor shall have no further obligation to any participant in connection with this Contest. Any use of robotic, automatic, programmed, or the like methods of participation will void all such entries by such methods.

**CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Western District of Pennsylvania and the courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement. Each Party waives any right it has to object to an action being brought in those courts including, but not limited to, claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**WINNER'S LIST:** The name of the winner may be obtained after December 1, 2016 by sending a self-addressed stamped envelope to: MSA Tailgate Safety Talk Campaign Winners, Attn: Donna Schutte, Mine Safety Appliances Company, LLC. 1000 Cranberry Woods Dr., Cranberry Twp, PA, 16066. Vermont residents may omit stamp. Requests for winner's list must be received by December 31, 2016.

**SPONSOR:** This Contest is sponsored by Mine Safety Appliances Company, LLC. 1000 Cranberry Woods Dr., Cranberry Twp, PA, 16066.