

## BUILDCLEAN COOLBOX GIVEAWAY OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **PROMOTION PERIOD:** The BuildClean Coolbox Giveaway (the "Promotion") begins on Monday, February 18, 2019, at 12:01 AM ET and ends on Monday, February 25, 2019 at 11:59:59 PM ET. (the "Promotion Period").

The Promotion consists of 1 unique drawing as set forth in the chart below (all times ET):

Drawing	Deadline for Entries (at 11:59:59 PM)	Drawing Date (on or about)
1	2/25/19	3/15/19

Sponsor's computer is the official clock of the Promotion.

2. **ELIGIBILITY:** The Promotion is open only to individuals who are at least 18 years old or the age of majority in their state or province of residence, whichever is older, at time of entry, and are legal residents of one of the 50 United States (**excluding** Puerto Rico, and all other US territories). Employees, officers and directors of Illinois Tool Works Inc. ("Sponsor") and its affiliates, subsidiaries, advertising and promotional agencies, and members of those employees' immediate families (spouse and parent, children and siblings, and their respective spouses and children, regardless of where they reside), and persons living in the same household (whether or not related) of such employees are ineligible to enter or win. Void where prohibited.

3. **SPONSOR:** The Promotion is sponsored by Illinois Tool Works Inc.; 155 Harlem Avenue, Glenview, IL 60025.

4. **HOW TO ENTER:** During the Promotion Period; 1.) Make an online purchase at buildclean.com using the promotional code "IBS19", 2.) Visit the ITW booth at the 2019 International Builders Show and have your badge scanned or 3.) Submit a contact form at buildclean.com and mention "COOLBOX" in your message. Upon completion of the entry, the entrant will be automatically entered for an opportunity to win a prize. All entries must be received by the end of the Promotion Period. All received entries become the property of Illinois Tool Works Inc. Regardless of method of entry, limit of one entry per person, per email address, and per household.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion.

Automated or robotic entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the entrant. If any dispute arises as to the identity of any entrant, the entrant will be considered the individual to whom the entry's email address is assigned, as shown on the email service provider's records. Any attempt by entrant to obtain more than the stated number of entries by

using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void entrant's entries if discovered by Sponsor, and that entrant may be disqualified. Sponsor is not responsible for lost, incomplete, damaged, illegible, late, or misdirected entries, or for errors in mechanical transmission, unavailability of phone lines or connections, or any other technical malfunctions or inability to transmit messages or entries. Final eligibility for the award of any prize is subject to eligibility verification as set forth below.

5. **WINNER SELECTION:** On or about the Drawing Date set forth in the chart in Section 1, the Sponsor will randomly select one potential winner from all eligible entries received for the Drawing. There will be a total of 1 winner in the Promotion. Odds of winning will vary depending on the number of eligible entries received for the Drawing.

6. **WINNER NOTIFICATION:** Sponsor will attempt to notify winners by email at the email address provided in the entry form approximately one day after the Drawing Date. If any prize notification is returned as undeliverable, if potential winner does not respond within 48 hours of initial notification attempt, or if the potential winner is found to be ineligible, declines the prize or otherwise is not in compliance with these Official Rules, the prize may be forfeited. If the prize is forfeited, Sponsor will select an alternate winner for that prize by random drawing from remaining eligible, non-winning entries for the Drawing. Sponsor will conduct up to two alternate drawings for the prize. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any email account.

7. **PRIZES:** 1 winner will receive a COOLBOX Tool Box valued at \$299 (USD).

**Total ARV of all prizes: \$349 (USD)**

Prize cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. All properly claimed prizes will be awarded, but in no event will Sponsor award more prizes than are provided for under these Official Rules.

All income, sales and use tax and any other taxes (and the reporting thereof) imposed as a result of the award of a prize and any other fees or costs associated with a prize are solely the winner's responsibility. It is the winner's responsibility to understand and abide by any federal, state, provincial, local or foreign tax laws that may apply to receipt of a prize.

Allow 8 to 10 weeks for shipment of prize. Sponsor not responsible for loss, delay, or damage in delivery. Sponsor will not be held responsible for any delays in awarding prize for any reason outside of its control.

**8. PRIVACY/PUBLICITY:** By entering the Promotion, you grant Sponsor permission to share your email address and any other personally identifiable information with third parties for the purpose of administration and prize fulfillment. Except where prohibited by law, entrants agree to allow use of their name, voice, photograph, likeness and any information provided on the entry form, in any medium of communication, including print, Internet, radio and/or television in connection with the Sweepstakes, including advertising, promotional or other purposes, by Sponsor and/or its affiliates, without additional compensation. Specifically, except where prohibited by law, entrants agree that Sponsor may post winners' names and city and state/province of residence on the its website and social media pages.

**9. RELEASE:** By entering, entrants agree to release, indemnify and hold harmless Sponsor, any entity involved in the development or administration of this Promotion, and all of their parents, affiliates, and subsidiaries and each of their employees, officers, and directors (collectively, the "Released Parties") from any and all liability, loss, damage, costs or claims related to any allegation regarding participation in the Sweepstakes and/or the award of, the receipt of, or the use of their prize.

**10. LIMITATION OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Promotion or download of any materials in the Promotion; or (g) any injury or damage which may be related to or resulting from winner's use of prize.

**11. MODIFICATION:** If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes that may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part and will announce its action on its website. If Sponsor terminates the Promotion, Sponsor will award remaining prizes in a random drawing from among eligible, non-suspect, non-winning entries received as of the termination or in a manner deemed fair and equitable by Sponsor in its sole discretion. Sponsor and Released Parties will not have any further liability to any participant in connection with the Promotion.

**12. OTHER CONDITIONS:** Sponsor reserves the right to prohibit any entrant from participating in the Sweepstakes if, at its sole discretion, Sponsor finds such entrant to be tampering with the entry process or the operation of the Sweepstakes, or if such entrant shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner the Sponsor determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsor; or (c) in any other disruptive manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor

in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance. If there is any conflict between any term of these Official Rules and any of the entry or marketing materials used in connection with the Sweepstakes, the terms of the Official Rules will govern.

**13. IN CASE OF DISPUTE:** As a condition of entering, entrants agree: (a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or related to this Sweepstakes, or prize awarded, will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in the state of Illinois, to which participant submits to personal jurisdiction; and (c) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. This Sweepstakes will be governed and enforced pursuant to Illinois law, excluding choice of law provisions. By entering, entrants agree that this Promotion will be governed by the laws of the State of Illinois, and agree to venue and jurisdiction solely in the state and federal courts located in Illinois for the resolution of any and all disputes.

**14. WINNERS LIST:** For winners list visit [www.buildclean.com](http://www.buildclean.com). The winners list will be posted after all winner confirmations are complete.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, COOLBOX. Entrant understands that entrant is providing information to Sponsor and not to COOLBOX.