

ProMatDX Contest Official Rules

Contest Prizes:

- Monday: \$500 gift card to the attendee with the most engagement on the portal plus a \$500 donation to Feeding America in their name
- Tuesday: \$500 gift card to the attendee with the most engagement on the portal plus a \$500 donation to Feeding America in their name
- Wednesday: \$500 gift card to the attendee with the most engagement on the portal plus a \$500 donation to Feeding America in their name
- Thursday: \$500 gift card to the attendee with the most engagement on the portal plus a \$500 donation to Feeding America in their name
- Friday: \$500 gift card to the attendee with the most engagement on the portal plus a \$500 donation to Feeding America in their name

- Friday: Lucky Draw of a Door Prize between the five daily winners for a \$5,000 trip voucher plus \$5,000 donation in their name to Feeding America will be held on April 16th.

The leaderboard reflects cumulative points for the week. Daily winners will be announced at the end of each day. In the event that the daily leader is the same individual for multiple days, the next most engaged attendee who has not been a daily winner will be the daily winner for that day.

How to Enter: ProMatDX attendees are automatically entered when you log in.

How to Win: Winners will be determined daily during the event – Monday-Friday. Winners will acquire points based on the following activities within ProMatDX.

- Downloading session collateral - 1
- Visiting a Sponsor Showcase - 2
- Downloading sponsor collateral - 2
- Click Drop a business card - 3
- Click Schedule a meeting - 3
- Join a networking session - 1
- Clicking hero banner - 2
- Clicking on an ad (Vertical or Horizontal-sitewide) - 2
- Clicking on a social icon (sitewide) - 1
- Clicking on sponsor's website - 2
- Viewing a speaker/presenter profile - 1
- Viewing a sponsor session - 1
- Clicking into a session chat - 1



The random drawing from the daily winners will be held at 6:00 p.m. on April 16, 2021 or at a later date, place, and time if required due to unforeseen circumstances. (See Disclaimer below.) MHI assumes no responsibility for unanticipated delays in holding such drawing.

The winning Finalist is ineligible for any reason whatsoever, MHI may elect in its sole discretion to hold another random drawing to determine an alternate winner. Any such alternate drawing is subject to scheduling by MHI without notice to any entrants. If no eligible potential Finalist Winner can be identified after reasonable attempts or no alternate drawing is deemed by MHI to be feasible or reasonable, MHI may in its sole discretion decide not to award any prize. The winning Finalist is deemed to be a potential winner rather than the actual winner until his or her eligibility under these Official Rules & Regulations is verified including executing all necessary "Winner Documents."

The Door Prize:

One (1) Lucky Draw Winner, who is randomly selected by a drawing as set forth above, will receive a one travel package to a location of his or her choice. The Approximate Retail Value for the prize is \$5,000, which includes travel coordination fees. (Final actual value at the time of booking and travel may vary depending on point of origin, fare fluctuations, details of trip, ticket availability and more; the Finalist Winner will not receive any difference between actual and approximate retail values.) NO CASH SUBSTITUTION or REDEMPTION is permitted. The prize is not transferable. MHI reserves the right to substitute a prize of like value or to vary any aspect of it in the event that the described package is undeliverable or unavailable for any reason whatsoever. The prize does not include items of a personal nature such as luggage fees, customs fees, personal expenses, any other cost or fee associated with receipt of the Prize or any use not expressly stated herein. Travel is subject to availability. No refund or compensation will be made in the event of cancellation or delay of any aspect of the trip. Some restrictions apply. The Finalist Winner and travel companions must travel on the same itinerary and are responsible for all necessary travel documents including but not limited to passports and visas.

MHI will also make a donation in an equal amount in the winners' name to Feeding America.

Terms of Use: The Finalist Winner is required to confirm reservation dates for the trip with MHI's contracted travel provider no later than April 16, 2022. The trip must be completed no later than September 5, 2022. The Finalist Winner is able to customize the actual trip



itinerary/destination, but the trip's total package price of \$5,000 (including travel coordination fees) as organized through MHI's travel provider cannot be exceeded.

Taxes and Charges: The reporting and payment of all liabilities incurred as a result winning are the sole responsibility of Winner and are subject to the issuance of IRS Form 1099. **The Finalist Winner is solely responsible for various applicable taxes (whether local, state, federal, or international) that are associated with the receipt or use of the prize including income taxes, surcharges, tariffs, duties, shipping and handling charges, and all other charges that may be associated with receiving, winning and using the prize that are not already included in the price of airfare or of certain tickets that are arranged through MHI's travel provider and are included in the package price of \$5,000.** Any fees or penalties incurred as a consequence of changes made to travel arrangements after they are booked that are made at the request of the Finalist Winner or guests are the sole responsibility of the Winner, who is also responsible for registration and all other requirements related to arranging or using the Prize.

Eligibility: Participation is open only to registered attendee who login and participate in ProMatDX. The purpose of the contest is to measure attendee engagement in the ProMatDX portal, sponsors and content. Employees, vendors, agents, and directors of MHI and ProMatDX Sponsors along with their immediate families (parent, child, sibling or spouse) and persons living in the same households as such individuals (whether related or not) are ineligible for participation. This drawing is void where prohibited and is subject to all applicable federal, state, and local laws. MHI reserves the right to monitor the integrity of the contest up and to including deactivating the login of any ProMatDX attendees who is found to be abusing the contest rules.

Requirements of Lucky Draw Winner: The Winner will be required to continue to comply with all terms and conditions of these Official Rules & Regulations and must execute and return an affidavit of eligibility as well as liability and publicity releases and tax acknowledgement forms ("Winner Documents") wherever lawful as a precondition to eligibility for the prize. If the Finalist Winner fails to sign and return the requested documents to MHI within seven (7) days of receipt, that Finalist Winner may be disqualified and the prize forfeited, in which case it will thereafter be awarded to an alternate, randomly-selected Winner from the remaining valid entries using the procedure specified above. MHI reserves the exclusive right to determine whether any entrant meets or continues to meet pre- or post-drawing requirements to claim the prize. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

Publicity and Privacy: By entering this contest participants grant the MHI the right, unless prohibited by law, to use their names, voices, pictures and likeness without further authorization or compensation for the purpose of promoting and publicizing MHI and all matters related to its operations, ProMat in any manner or medium through the world in perpetuity except where prohibited by law. By submitting information to enter this contest, you



agree that MHI may contact you from time to time regarding the prize as it deems appropriate. It is understood that the information on the ticket entries may be used for future mailing lists for notification of MHI events.

DISCLAIMER OF WARRANTY: MHI MAKES NO WARRANTY OF ANY KIND REGARDING THE DRAWING OR PRIZE, WHICH IS "AS IS." MHI EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS WARRANTIES BY MHI BEYOND THESE OFFICIAL RULES & REGULATIONS.

RELEASE: By entering the drawing, entrants agree that they are releasing MHI from any and all liability claims or actions of any kinds whatsoever for any claim arising out of participation in the drawing and that MHI is not liable for injuries, damages or losses to persons and property which may be sustained in connection with the drawing as well as receipt or use of the prize. MHI does not assume any responsibility for damages, losses, or injury resulting from the drawing, from the trip or from any related travel. MHI expressly disclaims all responsibility or liability for injury or loss to any person or property relating to the delivery and subsequent use of the prize awarded and to the drawing.

Reservation of Rights: These Official Rules & Regulations are subject to modification by MHI. In the event of a dispute, all decisions made by MHI are final and binding. MHI reserves the right in its sole discretion to disqualify any person who tampers with the drawing or who otherwise violates these Official Rules & Regulations. MHI further reserves the right in its sole discretion to rescind, cancel, terminate, or modify this drawing in whole or in part at any time without notice or liability for any reason including but not limited to if the drawing cannot be completed as planned due to force majeure or unauthorized factors affecting the administration, fairness, integrity, security, or proper conduct of the drawing.

Force majeure. In the event that sabotage, acts of God, threats of terrorism or other events or causes beyond MHI's reasonable control affect or corrupt the integrity, administration, security or proper operation of the drawing or the use or enjoyment of the prize, MHI will have no responsibility regarding the drawing or the trip and reserves the right to cancel or suspend the drawing or the trip. In the event of cancellation of the drawing, the prize will not be awarded. Notice of cancellation or suspension will be posted at www.mhi.org.

No Purchase Necessary: No payment, proof of purchase or entry fee is required.

Disputes: BY PARTICIPATING IN THE IN THE DOOR PRIZE DRAWING, EACH FINALISTS AGREES THAT: (1) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS DRAWING OR THE PRIZE SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORTING TO ANY FORM OF CLASS ACTION PURSUANT TO ARBITRATION CONDUCTED UNDER THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS (or its successor) TO TAKE PLACE



BEFORE A SINGLE ARBITRATOR, WHO IS AUTHORIZED TO GRANT ANY REMEDY THAT WOULD OTHERWISE BE AVAILABLE IN COURT, IN CHARLOTTE, NORTH CAROLINA, WHERE THE ENTRANT CONSENTS OF PERSONAL JURISDICTION AND VENUE; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED INCLUDING ANY COSTS ASSOCIATED WITH THIS DRAWING BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES BEYOND ACTUAL OUT-OF-POCKET EXPENSES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, SAID COMPENSATIONS BEING WAIVED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS AND MHI IN CONNECTION WITH THE DRAWING SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF NORTH CAROLINA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NORTH CAROLINA.

Drawing Rules & Results: For a copy of these Rules & Regulations or the name of Finalist Winner, send a self-addressed stamped envelope to MHI at the address below. Requests received more than sixty (60) days after April 16, 2021, will not be honored.

SPONSOR

ProMatDX DOOR PRIZE

MHI – Material Handling Industry
8720 Red Oak Blvd. Suite 201
Charlotte, North Carolina 28217, USA
1-800-345-1815 / 1-704-676-1190