



## **Symmons® ActivSense™ Press Tool Sweepstakes Rules**

EACH INDIVIDUAL PURCHASE OF A SYMMONS ORIGINS ACTIVSENSE S6960B SENSOR FAUCET OR SYMMONS ORIGINS ACTIVSENSE SD6960BL SENSOR SOAP DISPENSER PER MONTH CONSTITUES ONE CONTEST ENTRY FOR MONTHLY DRAWING; ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Press Tool Sweepstakes (the "Sweepstakes") is open only to professional customers in the construction industry. Employees of Symmons Industries (the "Sponsor") and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Sweepstakes is sponsored by Symmons Industries, located at 31 Brooks Drive, Braintree, Massachusetts 02184.

### **3. Agreement to Official Rules**

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Sweepstakes Period**

The Sweepstakes begins on June 01, 2021 at 12:00am EDT and ends on December 31, 2021 at 11:59pm EST (the "Sweepstakes Period"). The Sweepstakes consists of seven (7) individual monthly random drawings; one drawing for each month from June 2021 to December 2021. Entries submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes must be submitted using the online entry method only.

### **5. How to Enter**

Online: This method of entry is available by visiting the dedicated Sweepstakes entry page on the Symmons website at:

<https://discover.symmons.com/ferguson/press-tool-entry/>

Follow the directions provided to complete the entry application, and then submit the entry.

Each Symmons Origins ActivSense S6960B Sensor Faucet or Symmons Origins ActivSense SD6960BL Sensor Soap Dispenser purchased through Ferguson, per email address, and per household for the duration of the Sweepstakes Period is valid for ONE entry.

In lieu of product purchase, an entry can also be obtained by registering for and completing Symmons ActivSense product training at [symmons.com/training](https://symmons.com/training). Entries received from any person, e-mail address, or household in excess of the stated limitation will be void.

## **6. Prize Drawing**

Monthly winners will be drawn on or before the 15th of the following month. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via email on or by the 15<sup>th</sup> of the following month. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact, the Sponsor may select an alternate potential winner at random from the remaining non-winning, eligible entries.

## **7. Winner Notification**

The potential winners will be notified by email. Each potential winner (parent/legal guardian if a minor in their state of residence) will be required to complete, electronically sign, and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim their prize.

The name of each monthly winner will be posted on the sweepstakes website at <https://discover.symmons.com/ferguson/press-tool-sweepstakes/>

If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, the potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in their jurisdiction of residence, Sponsor reserves the right to award the prize in the name of their parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein.

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

## **8. Prizes**

A total of eight (8) Milwaukee® M18 Force Logic™ Press Tool Kit will be awarded, one for each of the eight months of the sweepstakes duration. The approximate retail value of each kit is \$3,549.99 USD.

Winner also has the option to choose a similar press tool kit of equal or lesser value from another manufacturer for use with other plumbing fittings/materials, if preferred.

Winning prize will be delivered either in-person through Symmons sales staff, through Ferguson Supply, or shipped directly to the winner. Delivery time may vary depending on manufacturer tool availability.

## **9. General Conditions**

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention, or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c)

mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses, or damages of any kind, to persons or property, which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto).

Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Massachusetts. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Massachusetts, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Massachusetts.

## **12. Privacy**

Information collected from entrants is subject to sponsor's privacy policy.