

## **OFFICIAL RULES**

This contest is open only to individuals ("Entrants") who are residents of the United States residing in one of the 50 United States or the District of Columbia or residents of Canada residing in one of the 10 Canadian Provinces and are at least 18 years of age, or the age of majority in their state or province of residence, whichever is older, as of the time of entry. If you are not a resident of the United States or Canada or you are not the required age as of the time of entry, you are not eligible to participate in this Contest or to win a Prize. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this contest. This contest is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering this contest, you understand that you are providing your information to sponsor and not to Instagram.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ABILITY TO WIN.**

**CONTEST PERIOD:** The SUNEX Tools #ShowUsYourSUNEXTools Photo Challenge ("Contest") begins at 9:01 a.m. Eastern Time ("ET") on 3/1/2023 and ends at 9:00 a.m. ET on 12/20/2023 ("Contest Period"). The Contest Period will be divided into ten (10) monthly entry periods (each, an "Entry Period"), as detailed below:

Entry Period 1: Begins 9:01 a.m. ET on 3/1/2023 and ends 9:00 a.m. ET on 4/5/2023.  
Entry Period 2: Begins 9:01 a.m. ET on 4/5/2023 and ends 9:00 a.m. ET on 5/3/2023.  
Entry Period 3: Begins 9:01 a.m. ET on 5/3/2023 and ends 9:00 a.m. ET on 5/31/2023.  
Entry Period 4: Begins 9:01 a.m. ET on 5/31/2023 and ends 9:00 a.m. ET on 6/28/2023.  
Entry Period 5: Begins 9:01 a.m. ET on 6/28/2023 and ends 9:00 a.m. ET on 7/26/2023.  
Entry Period 6: Begins 9:01 a.m. ET on 7/26/2023 and ends 9:00 a.m. ET on 8/23/2023.  
Entry Period 7: Begins 9:01 a.m. ET on 8/23/2023 and ends 9:00 a.m. ET on 9/20/2023.  
Entry Period 8: Begins 9:01 a.m. ET on 9/20/2023 and ends 9:00 a.m. ET on 10/18/2023.  
Entry Period 9: Begins 9:01 a.m. ET on 10/18/2023 and ends 9:00 a.m. ET on 11/15/2023.  
Entry Period 10: Begins 9:01 a.m. ET on 11/15/2023 and ends 9:00 a.m. ET on 12/20/2023.

**SPONSOR:** SUNEX Tools, 1491 Poinsett Street Ext. Greer, SC 29651 ("Sponsor").

**HOW TO ENTER:** During the Contest Period, using your web-enabled mobile device, launch the Instagram Application and follow SUNEX Tools on Instagram. You can search "sunextools" in the Instagram application or visit <https://instagram.com/sunextools> in an internet browser to locate and follow @sunextools. Then, using your mobile device, capture and upload to Instagram one (1) photo that shows off your SUNEX Tools (i.e., your first SUNEX Tool, your newest SUNEX Tool added to your collection, working on a project with your SUNEX Tools, etc.) and include the hashtag #ShowUsYourSUNEXTools, along with tagging @sunextools to receive one (1) entry ("Entry") into the applicable Entry Period. There is no cost to enter. Entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void. All Entries must be received by the end dates and times above to be eligible for the applicable Entry Period. An Instagram account is required to enter this Contest and is available for free at <https://instagram.com/>.

**Note:** You must have a wireless service plan for your web-enabled mobile device with your wireless service provider and a device that supports the Instagram application to enter this Contest. Data rates may apply. See your wireless service provider for pricing plan details and capabilities.

**ENTRY REQUIREMENTS:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, except for SUNEX Tools elements which may only be used for this Contest in accordance with these Official Rules);
- contains any personal identification, such as personal names or e-mail addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), except for SUNEX Tools elements which may only be used for this Contest in accordance with these Official Rules);
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains any individual other than the entrant, without permission;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other promotions staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on SUNEX Tools Instagram ([@sunextools](https://instagram.com/sunextools/OR)) or other Sponsor websites or social media pages. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to remove any posted Entry for any reason and at any time.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in

its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

**LIMIT:** Ten (10) Entries per person and per Instagram username per Entry Period. Entries received from any person, Instagram username in excess of the stated limitation will be void. You may only use one (1) Instagram username to enter this Contest.

**ELIGIBILITY:** This Contest is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older, who have a web-enabled mobile device, wireless service plan and the Instagram application at time of entry. Employees of Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and each of their respective parents, agents, affiliates, subsidiaries, and advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. "Immediate family members" shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. "Household members" shall mean people who share the same residence at least three months a year.

**WINNER DETERMINATION:** Monthly Winners: Within ten (10) business days of the end of each Entry Period, all eligible Entries received by Sponsor for the applicable Entry Period will be judged by a panel of SUNEX Tools judges.

**WINNER NOTIFICATION:** Potential winners will be notified via Instagram using an @username reference and/or via Instagram direct message. Each potential winner will be required to send an email including his/her full name and mailing address to the Sponsor via the designated email address within forty-eight (48) hours of notification. If prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, a runner-up winner may be notified.

**PRIZES (10): MONTHLY WINNER PRIZES (10 total, 1 per Entry Period):** The stated approximate retail values of the prizes are based on available information at the start of the Contest. Winner[s] may not substitute, assign or transfer any prize or redeem any prize for cash. The Sponsor reserves the right, at its sole discretion, to substitute all or a portion of any prize with an item of comparable value. All prize details are at Sponsor's sole discretion. The odds of a Contestant winning a prize vary, and depend on the total number of valid Entries by all Contestants for that period. This is a list of available prizes, one (1) of the following will be given to the selected one (1) winner per entry period. 3/8" DRIVE 80 PIECE MASTER IMPACT SOCKET SET (3580); Approximate Retail Value ("ARV") ARV: \$173; 43PC 1/2" DRIVE METRIC MASTER IMPACT SOCKET SET (2569) ARV: \$176; 3/4 TON UNDERHOIST STAND (6809A) ARV: \$103; DELUXE WORK TABLE (8019) ARV: \$148; SUNEX HYDRAULIC CHROME SHOP STOOL (8516) ARV: \$130; 3/8" DRIVE MASTER HEX BIT IMPACT SOCKET SET (3569) ARV: \$141; 2 TON LOW RIDER SERVICE JACK (6602LP) ARV: \$305; 3 TON ALUMINUM SERVICE JACK (6603ASJ) ARV: \$387; 1/4" DRIVE 208 PIECE MASTER BIT SET (9729) ARV: \$69; 3 TON ALUMINUM JACK STANDS (1003AJ) ARV: \$123

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer a prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. The awarding of the prize is contingent upon full compliance with these Official Rules. All prize details are at Sponsor's sole discretion.

**TAXES:** By accepting any prize, a winning Contestant agrees that he or she is responsible for paying all applicable federal, state and local taxes, as well as any other fees, costs and expenses, associated with acceptance of the prize, and making all required filings with federal, state and local taxing authorities. Prizes valued at over \$600 will be required to fill out and complete a W-9 in order to take receipt of their prize.

**PRIVACY:** When you enter the Contest, we may collect personally identifying information about you, including your name, Instagram username and email address. Your information will not be sold or rented to third parties. Incomplete Entries are void. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy (<https://sunextools.com/privacy-policy/>).

**LICENSE FOR USE OF ENTRIES:** By submitting an Entry, each entrant grants, and represents and warrants that the entrant has the rights and authority necessary to grant, Sponsor an irrevocable, non-exclusive, fully sub licensable license and right to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the photo, hashtags, descriptions or comments and/or the likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

**RELEASES:** By participating in this Contest, entrants agree to release Sponsor, Instagram and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Contest and/or acceptance, use or misuse of any prizes (or portion thereof).

**GOVERNING LAW, DISPUTES:** The Promotion will be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Sweepstakes entrants hereby consent to exclusive jurisdiction and venue of the courts located in Spartanburg County, South Carolina in any claim relating to or arising from this Sweepstakes.

**TRADEMARKS:** All trademarks and registered trademarks used on the Website and in the Sweepstakes are the property of their respective owners.

**OTHER:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected Entries, photos, comments, descriptions or hashtags; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, photos, comments, descriptions or hashtags, the announcement of the prizes, or in any Contest-related materials. 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 Promotion. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting

from participating in this Contest or downloading applications or the use of the website. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Contest if the Contest is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Contest. In the event of cancellation or termination, Sponsor reserves the right to select the potential winner(s) for the applicable Entry Period and/or prize level in a random drawing from among all eligible, non-suspect Entries received prior to date of cancellation or termination using the judging processes detailed herein. In the event of a dispute regarding entry, Entry will be deemed made by the authorized account holder of the Instagram account associated with the Entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the Instagram username by Instagram. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Contest in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Contest, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winner's list, if applicable. Contest is subject to all applicable U. S. federal, state and local laws and regulations. Winners may be issued an IRS 1099 tax form in the amount of the prize retail value as stated herein.