

MILWAUKEE / MSC SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING

Sweepstakes begins August 1, 2009 and ends December 31, 2009

1. **How to Enter: No purchase necessary.** The Milwaukee / MSC Sweepstakes (the “Sweepstakes”) begins on 12:01 AM Central Daylight Time on August 1, 2009, and ends at 11:59 PM Central Standard Time, December 31, 2009 (the “Entry Period”). For entry online, complete the official entry form found at www.mscdirect.com (the “Website”) during the Entry Period. Alternatively, entry in the Sweepstakes may be made by printing out, completing and returning an Official Sweepstakes Entry form (an “Entry Form”) available at the Website during the Entry Period and mailing the completed Entry form in a hand-printed envelope to: MILWAUKEE ELECTRIC TOOL/MSC 2009 SWEEPSTAKES, 13135 W. Lisbon Rd., Brookfield, WI 53005 (the “Sweepstakes Address”). **Online Entries must be received by the close of the Entry Period, December 31, 2009. Entries submitted by mail must be postmarked during the Entry Period and received by January 8, 2010.** All entries must be made on official entry forms. Only one entry and one winner per household/home address. A *purchase* of any commodities or other product *will not improve* an entrant’s chances of winning. Sponsor is not responsible for (1) undelivered, late, lost, stolen, damaged, mutilated, illegible, incomplete, postage due, or misdirected entries; (2) telephone, electronic hardware or software, network, Internet or computer malfunctions, failures or difficulties of any kind; (3) failed, incomplete, garbled or delayed computer transmissions; and (4) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted, including computer viruses, bugs, tampering unauthorized intervention or technical or other failures of any sort. Incomplete, mechanically reproduced, facsimile or photocopied entries are not eligible. All entries received become the property of the Sponsor and will not be returned. Responsibility for proper postage and handling of entry forms rests solely with the entrant.

ALL SWEEPSTAKES ENTRIES MUST BE RECEIVED BY 11:59 PM, CENTRAL STANDARD TIME ON DECEMBER 31, 2009. ONLY ONE (1) ENTRY PER HOUSEHOLD ADDRESS WILL BE PERMITTED OR ACCEPTED.

2. **Eligibility.** This Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older as of date of entry. Employees, officers and directors of Sponsor and MSC Industrial Supply Co. or their parents, affiliates, subsidiaries, and advertising, promotion, fulfillment or publicity agencies and the immediate families or those living in the same household of each are not eligible (collectively hereafter referred to as the “Sweepstakes Parties”). All federal, state and local laws and regulations apply. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the web site or who is otherwise in violation of the rules. Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including insertion or computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort and/or to select the winners from regaining eligible entries received prior to cancellation or Sweepstakes. Any attempt by the entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law. **VOID WHERE PROHIBITED.**

2.1. **Copies of Rules.** Copies of these Official Rules may be obtained at the Website, or by sending a self-addressed stamped envelope (except where not required by law) marked “Official Rules” to “Milwaukee/MS Sweepstakes,” c/o [\[Milwaukee Electric Tool\]](http://www.milwaukeeelectric.com), Attn.: Milwaukee/MS Sweep-

stakes, [13135 W. Lisbon Rd. Brookfield, WI 53005].

3. **How to Win – Odds of Winning.** All eligible persons who timely and properly complete an entry will be entered into the Sweepstakes. The tentative winners will be selected in a random drawing to be conducted on or about January 15, 2010 from among all eligible entries by an independent judging organization whose decisions are final. The winners need not be present at the time of the drawing to win. The tentative winners will be notified on or about January 18, 2010 by mail, telephone and/or email. Such notified person may disclaim a prize by not claiming such prize or by not completing and returning to Sponsor the affidavit and release required in Section 5 of these Official Rules. All decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. **Sweepstakes Odds:** Odds of winning depend on the number of timely, correct, eligible entries received.

4. **Prizes. ONE (1) GRAND PRIZE: GRAND PRIZE CONSISTS OF THE FOLLOWING TOOLS: MILWAUKEE 2694-24 M18 4 TOOL COMBO, 2491-24 M12 4 TOOL COMBO KIT, 6538-21 15A SUPER SAWZALL, 0299-20 ½ DRILL, 2300-20 INSPECTION CAMERA, 6148-33 4-1/2" 10A ANGLE GRINDER, 5363-21 1" SDS ROTARY HAMMER, 6232-6N DEEP CUT BAND SAW, 2410-22 M12 3/8" DRILL DRIVER, 49-24-0280 V28 RADIO, 49-22-1129 ULTIMATE DEMOLITION KIT, 49-22-4175 ICE HARDENED HOLE SAW KIT. APPROXIMATE RETAIL VALUE OF ENTIRE PACKAGE ("ARV") \$2,680. TWO (2) FIRST PRIZES: A MILWAUKEE M18 COMBO KIT MODEL 2694-24. ARV: \$549.99 EACH. THREE (3) SECOND PRIZES: A 2491-24 MILWAUKEE M12 4 TOOL COMBO KIT. ARV: \$349.99 EACH.** Sponsor reserves the right to substitute a prize of equal or greater value. The prize may *not* be assigned, transferred, changed, exchanged, substituted or redeemed for cash. No substitution or transfer of prizes or redemption for cash permitted except by Sponsor due to unavailability, in which case a prize of equal or greater value will be substituted. All prizes will be awarded.

5. **How to Claim Prize.** Winner may be required to sign an affidavit of eligibility, a liability release and where lawful, a publicity release (as contemplated in Section 9), (collectively, the "*Affidavit and Release*") and return same within seven (7) days of notification. If the documents are not returned within

the time period, or documents or prizes are returned as undeliverable, the tentative winner will be disqualified and the prize will be awarded to an alternate winner chosen in a random drawing among the remaining eligible entrants. No prize will be awarded until the completed Affidavit and Release forms are received by Sponsor. The winner will be required to provide Sponsor with her/his telephone number, and complete name and current postal mailing address. No tentative winner will be deemed a winner and awarded a prize until her/his entry submission is validated.

6. **Sweepstakes Restrictions.** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the prize not specifically stated herein are the sole responsibility of the entrant. **THE WINNER (YOU) MUST PAY ANY EXPENSES IN ORDER TO USE THESE PRIZES.** Sponsor will not replace any lost or stolen (a) prize or (b) merchandise acquired with any prize voucher. Sponsor is not responsible for the winner's use of any prize after it has been delivered to the prize winner. **ANY ENTRY THAT IS ALTERED OR TAMPERED WITH, OR ACCESSED THROUGH IRREGULAR CHANNELS OR MEANS SHALL BE VOID. AUTOMATED OR BULK ENTRIES SUBMITTED BY THIRD PARTIES WILL BE DISQUALIFIED. INCOMPLETE, ILLEGIBLE, CORRUPTED, OR UNTIMELY ENTRIES ARE VOID AND WILL BE DISQUALIFIED.** Each entry must be submitted by the entrant.

7. **General Conditions.** Subject to applicable law, Sponsor reserves the right to change these rules at any time. At the sole discretion of Sponsor, all entries are subject to verification. Anti-fraud detection devices may be used to verify winners.

7.1. **Errors, Malfunctions, Etc. / Fraud / Tampering.** The Sweepstakes Parties are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, including public utility outages; omissions, interruptions, deletions or defects of any telephone network, computer systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer, cell, or wireline telephone, relating to or resulting from participation in this Sweepstakes; inability to access the Website or any web pages of the Sweepstakes Parties; theft, tam-

pering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines, or the Internet, or any service provider's facilities, or any website (including the Website) or for any other reason whatsoever, including typographical, printing or other errors, or any combination thereof. The Sweepstakes Parties also are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; or miscommunications or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Website, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. All entries become the property of Sponsor and may not be acknowledged or returned. E-mail entries are *not* permitted. No mechanically reproduced entries will be accepted.

7.2. Internet Participation. Internet participation in the Sweepstakes must be made from the Website only. Entries made by and/or originating at any other web site or e-mail address, including but not limited to commercial subscription notification and/or enter service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

7.3. Official Rules are Final and Binding. By entering this Sweepstakes, entrant agrees to comply with these Official Rules, and if selected as a tentative winner or winner consents to the use of his/her name, State of residence and/or photograph without further compensation, unless prohibited by law.

Taxes, title or licensing fees on prizes and any miscellaneous expenses incurred not specified within these rules are the sole responsibility of the winner. Entrants acknowledge that they have read and understand these Official Rules and agree to be bound by and acknowledge compliance with these Official Rules including, without limitation, eligibility requirements and by the decisions of Sponsor. **FAILURE TO COMPLY WITH THESE OR ANY OTHER OFFICIAL RULES WILL RESULT IN DISQUALIFICATION.**

7.4. Disqualification. Sponsor reserves the right to disqualify any entrant at any time as determined in Sponsor's sole discretion, should such person at any stage of the Sweepstakes: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by Sponsor at any time; (d) use technology to gain an unfair advantage over any other entrant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other entrant or Sweepstakes Parties' personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Sweepstakes Parties and/or the implementation of the Sweepstakes. *The disqualification of an entrant shall be final and not subject to appeal or review for any reason whatsoever.*

7.5. Construction of Official Rules. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Neither Sponsor, the Sweepstakes Parties, nor anyone acting on their behalf will enter into any communications with any Sweepstakes entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, mod-

ify, interpret or construe the meanings of Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Sweepstakes or in the announcement of any the prizes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

7.6. Termination Provisions. Except as prohibited by law, Sponsor reserves the right to terminate this Sweepstakes in the event of a *force majeure* or other failures or difficulties. If, for any reason, the Sweepstakes is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor may, in its sole discretion, (i) void any suspect entry or (ii) 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; and (iii) award the prize at random, by a drawing, from among the eligible, non-suspect entries *received up to the time of the impairment*. Sponsor reserves the right to suspend or modify this Sweepstakes at any time without notice or obligation. If such modification or suspension occurs, Sponsor will make a commercially reasonable effort to post notice of such on the Website.

7.7. Identity Conflicts or Disputes. In the event of a dispute as to the identity of an entrant who has entered online, the authorized account holder of the email address or telephone line that is used in connection with the entry will be deemed to be the registrant or participant. The "authorized account holder" is the natural person assigned a telephone number by a telephone company or wireless carrier, or an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. An entrant may be required to show proof of being the authorized account holder.

7.8. Arbitration Provision. By participating in this Sweepstakes, each entrant agrees that any claim, dispute, or controversy (whether in contract,

tort, otherwise) that it may have with, or claims it may have against, Sponsor or the Sweepstakes Parties arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of the prize or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration Forum ("*Forum*") and conducted before a sole arbitrator pursuant to the Forum's Code of Procedure. Further, each entrant agrees that: (a) This arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act ("*FAA*"), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in New York, New York, or at such other location as may be mutually agreed by the entrant and Sponsor/Patron; (c) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (d) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the entrant, Sponsor or Sweepstakes Parties. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on the Forum and/or the Forum's Code of Procedure, please visit its website at www.arb-forum.com or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

7.9. Choice of Law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Sweepstakes shall be governed by, and

construed in accordance with, the laws of the State of New York, without regard to choice of law or conflicts of laws principles under New York law.

8. **Releases; Indemnification.** ALL ENTRANTS RELEASE MILWAUKEE ELECTRIC TOOL CORPORATION, MSC INDUSTRIAL SUPPLY CO., AND THEIR EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS, PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, ADVERTISING, FULFILLMENT, PUBLICITY AND PROMOTION AGENCIES FROM ANY AND ALL CLAIMS OR LIABILITY IN CONNECTION WITH THEIR PARTICIPATION IN THIS PROMOTION. ENTRANTS AGREE TO HOLD HARMLESS THE SPONSOR, MSC INDUSTRIAL SUPPLY CO. AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AGENCIES, OFFICERS, DIRECTORS AND EMPLOYEES FROM RESPONSIBILITY FOR DAMAGES, LOSSES OR INJURIES, INCLUDING DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, DUE IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THIS PROMOTION OR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. By participating in this Sweepstakes, each entrant releases Sponsor, as well as the Sweepstakes Parties, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Sweepstakes from and against any and all liability, claims or actions of any kind whatsoever in connection with Sweepstakes' participation, or in the receipt, possession, ownership or use of any prize awarded in connection with the Sweepstakes, or while traveling to or from any Sweepstakes event and/or participating in any prize-related activity with respect to or in any way arising from the Sweepstakes and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

8.1. **Release of Claims (General).** Each entrant agrees to (i) indemnify and hold Sponsor and the Sweepstakes Parties, harmless from any and all liability resulting or arising from the Sweepstakes, and (ii) release all rights to bring any claim, action or proceeding against the Sweepstakes Parties. All entrants hereby acknowledge that the Sweepstakes Parties have neither made nor are in any manner responsible or liable for any warranty, representation

or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

8.2. **Release of Claims (California).** Each entrant acknowledges that there is a possibility that, subsequent to his/her involvement with the Sweepstakes and adherence to this Official rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Sweepstakes. Such entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such entrants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

8.3. **Full Release.** Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such entrants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver s/he would not have been permitted to participate in the Sweepstakes or compete for or receive a prize. Such entrants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

9. **Publicity Release/Privacy.** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in connection with the Sweepstakes, the winner irrevocably grants

the Sweepstakes Parties and their respective successors, assigns and licensees, the right to use such winner's name, likeness and biographical information, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website or the Sweepstakes or other promotions conducted by Sponsor, and each such entrant hereby releases Sponsor and Sweepstakes Parties from any liability with respect thereto. Except as otherwise stated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on the Website and with the consent given by an entrant at the time of entry. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. **IF YOU DO NOT WANT YOUR PERSONAL INFORMATION USED IN THE MANNER DESCRIBE HEREIN, DO NOT ENTER THIS SWEEPSTAKES.**

10. **Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Sweepstakes, then each entrant agrees to promptly sign and deliver to Sponsor the same upon Sponsor's request therefore.

11. **Winner's Disclosure.** For the names of the winners, available after February 28, 2010, send a stamped, self-addressed envelope (except where not required by applicable law) to Milwaukee Electric Tool Corporation, Attn: Milwaukee Electric Tool/MSW Sweepstakes, 13135 W. Lisbon Road, Brookfield, WI 53005. All requests for winners' names must be received by May 31, 2010.

12. **Sponsor.** The sponsor of this Sweepstakes is Milwaukee Electric Tool Corporation, Brookfield, WI 53005 ("*Sponsor*").

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