

# FISHER INTENSIFIRE LEDs Contest Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

The FISHER INTENSIFIRE LEDs Contest (“Contest”) begins on October 8, 2019, and ends at or around 11:59:59 p.m. CDT on November 22, 2019 (“Contest Period”). Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

Eligible entrants must enter once during the Contest Period to be eligible to win a prize. Total entry period is from October 8, 2019 through November 22, 2019, at 11:59:59 p.m. CDT.

## **SPONSOR**

The Contest is sponsored by Douglas Dynamics, L.L.C., 7777 North 73rd St. Milwaukee, Wisconsin 53223 (the "Sponsor") and administered by EPIC Creative, 300 S. Sixth Avenue, West Bend, WI 53095 (the “Administrator”).

## **ELIGIBILITY**

Entrants must be a legal United States resident with a primary residence in one of the United States (including the District of Columbia) who has reached the age of majority in their state of residence at the time of entry (“Entrant”). Employees of Sponsor, the Administrator, their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this Sweepstakes are ineligible to enter or win. Void outside of the USA, or where prohibited/restricted by law.

## **HOW TO ENTER THE CONTEST**

The FISHER INTENSIFIRE LEDs Contest begins on October 8, 2019, and ends at or around 11:59:59 p.m. CDT on November 22, 2019. During the Contest Period, visit the [Contest website](#), and fill out the form with your information. To be entered to win a prize, participants must complete all required items on the form submission. Submissions on Facebook or other social media sites will not count as a Contest entry. Contest entries are subject to verification of eligibility and compliance with these Official Rules. Winners will be announced on the Fisher Engineering social media channels from those who were randomly selected by completing a form fill on the Contest website.

## **PRIZES**

## **Contest Entry**

There will be thirty (30) prize packs given away throughout the Contest Period, upon the Administrator's confirmation of eligibility. There will be five winners selected on each of the following six dates: 10/18/19, 10/25/19, 11/1/19, 11/8/19, 11/15/19 and 11/22/19. Each prize pack will include one FISHER/INTENSIFIRE branded Maglite® flashlight, one FISHER winter cap and one FISHER stainless steel thermos.

Prizes consist of only those items specifically listed as part of the prize. Sponsor reserves the right to substitute any prize with a prize of equal or greater value at its sole discretion. No substitution or transfer/assignment of prize by winners permitted. All properly claimed prizes will be awarded, provided a sufficient number of entries are received for the corresponding prize pool, but under no circumstances will more than the advertised number of prizes be awarded. Prizes are awarded "as is," and prize style and/or size shall be determined at Sponsor's sole discretion, if applicable. Prizes shall be delivered to verified winners via mail or courier directed to the address submitted via email. Please allow 60 days from winner verification for prize delivery. Sponsor not responsible for loss, delay or damage in shipping. Federal, state and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law. Winners must provide sponsor an accurately completed IRS form W-9 if requested.

## **WINNER SELECTION**

Potential winners will be selected randomly from completed submissions during the Contest Period's corresponding entrant pool. Winners must be living in the U.S. to win. There will be a total of thirty (30) winners with five winners being selected on each of the following six dates: 10/18/19, 10/25/19, 11/1/19, 11/8/19, 11/15/19 and 11/22/19. Limit of one entry per user during the Contest Period.

## **VERIFICATION AND NOTIFICATION**

All prize claims are subject to verification of eligibility and compliance with these Official Rules. Sponsor shall notify potential winners using the email address submitted in connection with Contest Entry. Emails will come from @epiccreative.com. All winning names will be shared on social media no more than one week after each drawing has occurred. Follow all prize claim instructions in the prize notification email to claim your prize. If a potential winner: (a) does not respond after the first attempted contact from Sponsor within a reasonable period of time (determined in Sponsor's sole discretion), (b) fails to comply with these Official Rules, (c) does not meet the Contest eligibility requirements, (d) declines the prize or (e) fails to comply with the deadlines established by Sponsor, he or she will be disqualified and the prize awarded to an alternate winner as determined by a random draw from the remaining eligible entries. Sponsor will conduct up to two alternate drawings for the prize, time permitting. Each potential winner may be required, at Sponsor's sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity

Release (Tennessee residents need not sign Publicity Release) and return the same documentation before being awarded a prize.

## **ODDS**

Odds of winning depend upon the number of eligible Contest entries in the corresponding prize pool at the time of each drawing.

## **USE OF DATA**

All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <https://www.fisherplows.com/privacy/>. By participating in the Sweepstakes and providing your email address or any other applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

## **LIABILITY RELEASE & INDEMNIFICATION**

By entering this Contest, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates, Administrator and their respective parents, affiliates, and subsidiaries, and all of their directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses and damages arising out of, or relating to, your participation in the Contest, and the acceptance and use, misuse or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by the entrant in connection with the Contest; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant's involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest or prize.

## **GENERAL CONDITIONS**

Sponsor is not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Contest, whether caused by computer, mobile, technical or human error. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer or cell phone related to or resulting from participating in the online portion of the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer or mobile device transmission that may limit a user's ability to participate in the Contest whether caused by computer, mobile, technical or human error. Sponsor reserves the right

to cancel or modify the Contest or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest; or if a computer/mobile virus, bug, wireless failure or other technical problem corrupts the administration, security or proper administration of the Contest as determined by Sponsor, in its sole discretion. If Sponsor terminates the Contest, Sponsor will pick the winner(s) of remaining prizes in a random drawing from among all eligible, nonsuspect entries received as of the termination date and will post notice of its action on the Contest Game Page. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. Sponsor reserves the right to disqualify any individual from further participation in the Contest if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Contest; (b) has disregarded or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Contest; or (d) has acted toward Sponsor or any other entrant in an unfair, inequitable, annoying, threatening, disrupting or harassing manner. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter/play will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an internet provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, at 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. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Contest, the terms of these Official Rules will govern.

## **GOVERNING LAW & JURISDICTION**

EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest will be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions (whether of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Wisconsin. The state and federal courts located in Washington County, Wisconsin, will be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the state and federal courts in Washington County, Wisconsin, and waive the right to contest jurisdiction.

**SEVERABILITY**

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**AGREEMENT TO OFFICIAL RULES**

Participation in the Contest 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.

**WINNERS LIST**

For the winner name(s), available after November 22, 2019, send a self-addressed, stamped envelope to: 300 S. Sixth Avenue, West Bend, WI 53095 to be received by December 31, 2019.