

AMERICAN WELDING SOCIETY TAKE THE TORCH SWEEPSTAKES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: AWS Take The Torch Sweepstakes (the "Helmet") is open only to those who become an AWS member during the month of September 2021 and who are 18 years of age as of the date of entry. The sweepstakes is only open to legal residents of the United States, the District of Columbia, and is void where prohibited by law. Employees of AWS and its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and their immediate family members and/or those living in the same household of each, are not eligible to participate in the Sweepstakes.

2. Agreement to Rules: By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of AWS as final and binding as it relates to the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. The Sweepstakes is void outside of the United States and where prohibited by law.

3. Sweepstakes Period: The sweepstakes period starts on September 1, 2021 at 12:00:00AM Eastern Time (EST) and ends on September 30, 2021 at 11:59:59PM EST. For a chance to win, you must sign up to be an AWS member by September 30, 2021 11:59:59PM EST.

4. How to Enter: The Sweepstakes can only be entered by becoming an AWS member in September through the Take the Torch campaign. Entry and entrant must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of AWS. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of AWS. All entries become the property of AWS and will not be returned.

5. Prizes: There will be a total of one (1) winner out of all entries. The winner will receive one (1) Take the Torch-branded helmet (ARV): Approximately \$600.

6. Actual/appraised value may differ at time of prize award. AWS reserves the right (in its sole discretion) to substitute the prize with one of an equal or greater value if the selected is not available for any reason. The specifics of the prize shall be solely determined by AWS. No cash or other prize substitution permitted except at AWS's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. The winner may not substitute the prize, transfer/assign the prize to others or request for the cash equivalent. Acceptance of prize constitutes permission for AWS to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

7. Odds: The odds of winning depend on the number of eligible entries received.

8. Winner selection and notification: One (1) potential winner of the Sweepstakes will be selected on or about October 1, 2021, in a random drawing under the supervision of AWS through the end of the promotional contest. The potential winner will be notified via email to the email address they entered in the Sweepstakes within five (5) days following the winner selection. The potential winner will have fifteen (15) days to reply by email to the email notification that they have won the Sweepstakes. AWS shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information.

To be declared the winner, the potential winner(s) must first: (i) have complied with, be in compliance with, and continue to comply with the Rules; and (ii) return a completed and executed declaration and releases as required. If the potential winner is a Canadian resident, he/she must also correctly answer, unaided, a time-limited, mathematical skill-testing question on the declaration and releases form. If the potential winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required (and/or in the case of a Canadian resident, fails to correctly answer the mathematical skill-testing question), the prize may be forfeited and an alternate potential winner selected.

9. Prize Distribution: Once confirmed as a winner, a confirmation will be sent to the winner within thirty (30) days confirming the prize to be sent to the winner. As soon as AWS is reasonably able to do so after the prize becomes available, AWS will send the prize to the winner via postal mail. No responsibility is assumed by AWS, or any affiliated companies for any postal mail or delivery return as undeliverable without a forwarding address. No responsibility is assumed by AWS or any affiliated companies for the prize after it has been shipped including without limitation any delay in delivery or damage during delivery. Unclaimed prize will not be awarded. Failure to redeem a prize will result in forfeiture of the prize. Prize winner is responsible for any applicable taxes related to any prize received. Winner bears all risk of loss or damages to prizes after delivery. The receipt by winner of the prize offered in this

Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER WILL (AT AWS'S SOLE DISCRETION) RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

10. Rights Granted by you: By entering this Sweepstakes you understand, expressly acknowledge and consent that AWS, anyone acting on behalf of AWS, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

11. Terms: AWS reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, AWS may (in its sole discretion) elect to select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by AWS. AWS reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

AWS has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and, should such an attempt be made, AWS reserves the right to seek damages from any such person to the fullest extent permitted by law.

12. Limitation of Liability: By entering you agree to release and hold harmless AWS and its subsidiaries, related parties, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, associated with the Sweepstakes including, without limitation, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.

13. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS FLORIDA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Florida having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

14. Communication and Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the AWS Web Site. To read the Privacy Policy, [click here](#). *US entrants:* By entering this Sweepstakes, you understand, expressly acknowledge and consent that AWS, anyone acting on behalf of AWS, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to contact you about AWS and its products, services and offers using the contact information you have submitted and you agree to receive email communications periodically from AWS. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the communication. *Canadian entrants:* AWS is collecting your personal data for the purpose of administering this Sweepstakes and, if you should so elect, to communicate to you AWS 's products, services, and offers. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the communication. If you do not wish to receive any other email communication from AWS, you should so indicate when you enter the Sweepstakes. Please see the Privacy Policies for AWS for information on the policy towards maintaining the privacy and security of user information.

15. Winner List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: the American Welding Society, Attention: Marketing, 8669 NW 36th St, Doral, FL 33166, (United States). Requests must be received no later than November 30, 2021.

16. Sponsor: The sponsor of the Sweepstakes is the American Welding Society (doing business as the American Welding Society), 8669 NW 36th St, Doral, FL 33166, United States.