Malco Tools HVAC Trade-Pro of the Year Contest

OFFICIAL RULES

**February 1 to June 30, 2023**

**NO PURCHASE NECESSARY TO ENTER**

The Malco Tools HVAC Trade-Pro of the Year Contest (the "Contest") is open only to individual, U.S. citizens or resident aliens of the United States who are 18 years of age and older. Nominees must hold full-time employment as HVAC Trade Professionals.

The Contest begins on February 1, 2023 and ends on June 30, 2023. Nominate yourself or a technician who has made a difference in your community. The Malco Tools HVAC Trade-Pro of the Year award recognizes technicians for professional achievement, safety, excellence and community contribution. All Nominations must be received by June 30, 2023. Limit one Nomination per person as nominator. Incomplete or inaccurate Nominations will be void. Nominations become the sole property of Malco Products, SBC and will not be returned. Nominations may be made online or mailed. Each Nomination must answer questions stating why you believe the nominated technician is deserving of the award. Answers must be based on actual events and circumstances and factually accurate with regard to the nominated trade professional’s background. The Answers must be in English, original, and once submitted, may not be further edited. The Answers must not have won any other prize or award, been previously published, and must not have been submitted in any other contest, promotional event, or publication at any time. The Answers must not defame, libel, or infringe upon the rights of any third party, including but not limited to any copyrights, trade names, trademarks, property rights, rights of privacy or publicity, or any other rights of any person or entity. Sponsor reserves the right to disqualify in its sole discretion any Nomination it deems to be inappropriate, offensive or not in keeping with Sponsor's image. Answers, in the sole opinion of Sponsor, deemed not to be original or unsuitable for publication will be ineligible. By participating, nominators and prize winners agree to be bound by these Official Rules. A Nomination may be withdrawn in Sponsor's discretion if a written request is made by the nominee.

Submission of a Nomination constitutes the nominator's consent to transfer the Sponsor any and all rights, title and interest in the Nomination and the Answers as part of the Nomination, including, without limitation, all copyrights, and the nominator waives all moral rights with respect to the Nomination and the Answers. By submitting a Nomination and Answers, the nominator represents and warrants that (a) the Answers are original work created solely by the nominator and all matters are true, (b) the Answers do not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, (c) use and publication of the Answers by Sponsor will not infringe on the copyrights, trademarks, moral rights, rights of privacy/public or intellectual property rights of any person or entity, (d) the Answers have not previously been and will not in the future be entered in any other contest, and (e) the Answers have not been previously published in any medium. By submitting a Nomination and Answers, the nominator further agrees that Sponsor may exploit, edit, modify, and distribute the Answers and all elements of such entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party.

WINNERS AND PRIZES: Five (5) Winners: Each winner will receive $1000 of Malco Tools to be purchased through the Malco Distributor of choice. Additionally, each entrant will receive a Malco hat and gloves. Each Winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, photograph, biographical information contained in winning Answers, voice and/or likeness for advertising, trade and promotional purposes without further compensation, at any time, in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval. All Prizes will be awarded to the Winners; nominators will not receive a prize (unless the nominator nominated himself or herself). No substitution, assignment or transfer of prize permitted by winner. Prizes cannot be redeemed for cash, but Sponsor reserves the right to substitute a prize in whole or part with a prize of comparable or greater value, at its sole discretion if an advertised prize becomes unavailable. All federal, state and local taxes and any other costs and expenses associated with the acceptance and use of the prize are the sole responsibility of each winner.

JUDGING: All decisions regarding the Winners and Prizes will be made by a panel of Sponsor's team members. All decisions are final and binding in all judging matters relating to this Contest. Initial nominations to select Winners will be judged on the following equally-weighted criteria: 1) professional achievement, 2) safety excellence and 3) community contribution. Nominations will be judged solely on the basis of information submitted with the Contest Answers. Winners will be announced September 30, 2023.

GENERAL CONDITIONS: By submitting a Nomination or accepting a prize, each nominator and winner agrees to release and hold Sponsor, participating distributor, and each of their respective officers, directors, employees, representatives and agents harmless from and against, any liability, for any injuries, losses or damages of any kind, to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Contest or in any Contest-related activity including preparing for and traveling to any Prize-related activity. No prize shall be awarded unless the proposed winner shows valid U.S. issued Identification and completes, signs and returns an Affidavit of Eligibility, that all information included in the Nomination Answers is true and correct, a Liability Release, Tax Forms and (where legal) a Publicity Release. If required forms are not received by the date listed on the notification, or if a proposed winner is found to be ineligible or not in compliance with these Official Rules, if prize notification or prize is returned as undeliverable, or if a prize winner otherwise declines a prize, then the prize will be forfeited and, at Sponsor's discretion, awarded to an alternate. Winner is responsible for any applicable taxes for any prizes. Released Parties are not responsible for mechanical, technical, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes or in any Contest-related materials. Sponsor reserves the right to suspend, modify or terminate the Contest and determine the potential winners from all eligible, non-suspect Nominations/entries received. The Winners must keep the Sponsor informed of any address changes. Any dispute, claim or controversy arising out of or relating to these Official Rules or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator. To the extent permitted by law, each entrant agrees that: 1) any and all disputes, claims and causes of action arising out of or connected with this promotion or any prize awarded shall be resolved individually, without resort to any form of class action 2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and 3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and 4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

To obtain the names of the prizewinners (available after September 30, 2023), send a self-addressed, stamped envelope to: "Malco HVAC Trade-Pro of the Year" Contest Winners, PO Box 400; Annandale, MN 55302 requests must be received by September 30, 2023.