

# FRANKLIN ELECTRIC'S

## 2017 Key Dealer Suite of Services Giveaways Promotion

### OFFICIAL RULES

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT AFFECT OR IMPROVE CHANCES OF WINNING.**

**VOID WHERE PROHIBITED.**

1. **SPONSOR** — The 2017 Key Dealer Suite of Services Giveaways (the "Promotion") is sponsored by Franklin Electric Co., Inc. (the "Sponsor"). The Promotion is in no way sponsored, endorsed, administered by, or associated with any third party, including but not limited to the 2017 NGWA Groundwater Expo, National Ground Water Association, and Music City Center. Any questions, comments, or complaints regarding the Promotion should be directed solely to Sponsor.
2. **NO PURCHASE NECESSARY** — No purchase or payment necessary to participate and win.
3. **PROMOTIONAL PERIOD** — The Promotion will take place December 6 – 7, 2017 (the "Promotional Period").
4. **ELIGIBLE PARTICIPANTS** — The Promotion is open only to those customers of Sponsor to whom this offer is addressed and who are 18 years of age or older ("Participants"). Employees, independent contractors, officers, directors of Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and immediate family members of each are not eligible to participate in the Promotion. The Promotion is void where prohibited or restricted by law. All federal, state, and local laws and regulations apply.
5. **HOW TO PARTICIPATE** — To participate in the Promotion, a registered Key Dealer would schedule a one-on-one meeting or sign up to attend the floor demonstrations that will be held during tradeshow hours on December 6 – 7, 2017 and submit an entry form with your name, company name, address, e-mail address, and phone number to Sponsor.

From December 6 – 7, 2017, at the 2017 NGWA Groundwater Expo (the "Expo") at the Music City Center 201 Fifth Avenue South, Nashville, TN 37203, a Participant may watch a demonstration at Sponsor's booth #725. Contact Sponsor for a schedule of its demonstrations at the Expo. Limit one entry per Participant.

6. **PRIZE AWARDED** — The winning Participant will receive the choice of a gift package (Home Theater Package, Beauty and Wellness Package, or The Great Outdoors) valued up to \$2,000.00 each (the "Prize"). Candidates will be required to select from the packages offered by email. Franklin Electric will order all gifts contained within the selected prize package and have them each shipped direct to the Prize Winner.

The Prize is not transferable. At its sole discretion, Sponsor may substitute another prize package of equal or greater value. Sponsor may substitute for a cash prize or goods or

services with a value equal to or greater than the estimated retail value of the original prize. Sponsor is not responsible if the Prize is lost or stolen nor for any restrictions concerning the Prize.

7. **ODDS OF WINNING** — Odds of winning the Prize depend on the total number of Participants watching a demonstration and are estimated at 1:44.
8. **PRIZE-DRAWING & WINNER NOTIFICATION DATES** — Within five (5) business days of the conclusion of the Promotional Period, Sponsor will conduct a random prize drawing from all eligible entries received (the “Prize-Drawing Date”). Within five (5) business days of the conclusion of the Prize-Drawing Date, Sponsor will notify the potential winner by U.S. Certified Mail, telephone, or e-mail (the “Notification Date”).
9. **ACCEPTANCE OF PRIZE, RELEASE & ADVERTISEMENT** — Sponsor shall provide the potential winner an Affidavit of Eligibility, a Liability Release, and, where permissible, a Publicity Release (the “Affidavit & Releases”). The potential winner must execute and return the Affidavit & Releases to Sponsor within 30 days of the Notification Date. A copy of the Affidavit & Releases is attached hereto. Failure to provide to Sponsor with receipt of Affidavit & Releases will result in forfeiture of Prize in which case Sponsor will conduct a separate drawing to determine any alternative potential winner. In addition, a potential winner from Canada must correctly answer a time-limited, skill-testing question in order to receive the prize. Execution of the Affidavit & Releases and acceptance of a Prize constitutes the winner’s permission for Sponsor to use winner’s name, likeness, and biographical information for advertising and promotional purposes. For the names of the winners, send an e-mail titled the “Key Dealer Suite of Services Giveaways Winner” to us at [franklinwater@fele.com](mailto:franklinwater@fele.com) after March 2, 2018.
10. **TAXES & FEES** — All taxes, fees, and surcharges for the Prize and all expenses not explicitly included in the description of the Prize shall be the sole responsibility of the Winner.
11. **DISQUALIFICATION & FORFEITURE OF PRIZE** — The potential winner shall be disqualified and its Prize shall be forfeited if (i) the potential winner declines to accept the Prize, (ii) Sponsor determines the potential winner was not eligible to participate in the Promotion, or (iii) the potential winner fails to provide Sponsor with the Affidavit & Release within the time required under these Official Rules. In the event of disqualification and forfeiture by a potential winner, Sponsor will conduct a separate drawing to determine any alternative potential winner.
12. **DISCLAIMER OF RESPONSIBILITY** — Sponsor nor its agents shall be responsible for lost, late, undelivered or misdirected mail or e-mail. Sponsor nor its agents shall be responsible for computer software or hardware malfunctions or failures of any kind. Sponsor nor its agents shall be responsible for lost or unavailable computer, cable, or telephone network connections, or for failed, incomplete, or delayed computer or telephone transmissions of any kind, including those that result from any type of human error. Sponsor nor its agents shall be responsible for any damage to any computer used to participate in the Promotion.
13. **GOVERNING LAW & REMEDIES** — The Promotion is void where prohibited. The laws of the United States and the State of Indiana, U.S.A., govern the Promotion without giving effect to any choice of law or conflict of law rules or provisions thereof. Sponsor and Participants agree that: (i) any judicial proceeding for disputes, claims, and causes of action arising out of the Promotion shall take place in a federal or state court of

competent jurisdiction with the State of Indiana; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket expenses incurred, including any costs deemed related to participation in the Promotion, but in no event shall any damages include attorneys fees; and (iii) except for out-of-pocket expenses, under no circumstances shall a Participant be entitled or permitted to obtain an award for punitive, incidental, or consequential damages or any other damages, and each Participant hereby waives any and all rights to any such damages.

14. **PRIVACY** — Submission of personal and contact information in connection with the Promotion constitutes permission for Sponsor to add Participant to Sponsor's customer database and to contact participant for future promotions, events, and offers. Participants may opt out of receiving such communications by contacting Sponsor.
15. **QUESTIONS OR COMMENTS** — If you have question or comments regarding the Promotion, please contact Sponsor at the mailing address, telephone number, or e-mail address listed below.

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