

MSA and DuPont's Globe Gear Giveaway Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL NATIONAL, FEDERAL, STATE, PROVINCIAL, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY.

Sponsor. National Volunteer Fire Council (“**NVFC**”), 712 H Street, NE, Ste. 1478, Washington, DC 20002 (“**Sponsor**”).

Partner. MSA Safety Sales LLC, 1000 Cranberry Woods Dr., Cranberry, PA 16066 (“**Partner**”).

1. Eligibility

The MSA and DuPont's Globe Gear GIVEAWAY (the “**Giveaway**”) is open only to individuals who (i) members of the NVFC at time of entry, (ii) are residents of the 50 United States or the District of Columbia and Canada and wherever else the Giveaway is not prohibited or restricted by law, and (iii) are firefighters, EMTs, or rescue personnel at Eligible Fire Departments or an individual acting on behalf of the Eligible Fire Department. An “**Eligible Fire Department**” is a fire department within the 50 United States or District of Columbia or 10 provinces of Canada that is legally organized under state/province law.

If you enter this Giveaway on behalf of an Eligible Fire Department, you represent and warrant that you are an authorized agent with the authority to enter on its behalf and bind said Eligible Fire Department. The Giveaway is not open to residents or Eligible Fire Departments located in any jurisdiction outside the 50 United States or Canada, or any jurisdiction where the Giveaway would be restricted or prohibited by law.

The following individuals are not eligible to enter or win the product (the “**Prize**”): employees, representatives, agents, directors, and officers of Sponsor or Partner, or its or their parents, subsidiaries, affiliated companies, and marketing agencies, or any other parties involved in the administration of the Giveaway (collectively, the “**Giveaway Parties**”) and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings and the “steps” of each) and all persons living in the same household of each. By participating in this Giveaway, entrants agree to be bound by these official rules (“**Official Rules**”) and by the decisions of the Sponsor, which shall be final in all matters relating to the Giveaway. Applicants that do not meet the stated criteria will be disqualified from the application process.

2. Giveaway Entry Period

There is one entry period for the Giveaway commencing on February 15, 2023 at 12:00:00 am ET to June 1, 2023 at 11:59:59 ET, or while supplies last, whichever comes first (“**Entry Period**”). Entry Period dates are subject to change. Sponsor’s computer is the official time keeping device for the Giveaway.

3. How to Enter

GIVEAWAY OPEN ONLY TO EXISTING MEMBERS OF THE NVFC WHO ARE ALSO VOLUNTEER FIREFIGHTERS. NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE.

During the Entry Period, visit <https://www.nvfc.org/programs/globe-gear-giveaway/> and follow the instructions to complete the online application form and submit your application. Each participant from Eligible Fire Department will receive one (1) entry into the Giveaway during the Entry Period using this method, regardless of whether multiple eligible entrants from such Eligible Fire Department submit an entry.

Entries generated by script, macro, mechanical or other automated means are void. Multiple entries received from any person or on behalf of any Eligible Fire Department in excess of the stated limitation will be void.

Compliance with the entry requirements will be determined by Sponsor in its sole discretion. Submissions that violate, as determined by the Sponsor, in its sole discretion, these entry requirements will be disqualified from the Giveaway.

4. Winner Selection and Notification

After the entry period ends, an expert panel selected by the NVFC will review the applications. 13 winning departments will be selected to receive four sets of turnouts and four helmets each (the “**Prize**”). Two to three winners will be announced each month between July and December, 2023. Winners will be contacted directly before the public announcement is made.

Sponsor will announce all winners before December 31, 2023. Sponsor and/or Partner will notify the winners via [the e-mail address listed in such entrant’s entry form].

Winners and their Eligible Fire Departments are subject to verification, including verification of volunteer firefighter status and residency. If a winner (i) is determined to be ineligible or otherwise disqualified by Sponsor, (ii) fails to respond to Sponsor’s first winner notification message within [30 days] of notification or after three (3) attempts (whichever occurs first), (iii) fails to timely provide any information requested by Sponsor (e.g., information needed by Sponsor to deliver the prize) or timely execute and return any documents required by Sponsor, the winner will be disqualified and forfeit the prize in its entirety. Partner reserves the right to select a substitute winner or not award the unclaimed prize.

5. Prizes and Prize Claims

Winner will receive four sets of Globe turnout gear and four helmets each. The approximate retail value (“ARV”) for each set of gear is \$3,490 and each helmet is \$475. The aggregate value for each department award \$15,860. The aggregate ARV of all prizes awarded under this Giveaway is \$206,180.

Partner, will pay for the cost of fitting the winners and delivering the prize to each winner to the address provided by each winner. The method of shipping and the carrier will be determined in the sole discretion of Partner.

The prizes carry no warranty other than that offered by the manufacturer. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prizes, including but not limited to their quality, condition, or fitness for a particular purpose. Winners agree to look solely to the manufacturer for any such warranty, representation, or guarantee.

The right to receive the prize cannot be transferred or assigned. Non-cash prizes cannot be redeemed for cash. No prize substitution is permitted, except at the sole discretion of the Sponsor. All prizes are subject to availability and if the prize or component of any prize package cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize (or any prize component) with one of comparable or greater retail value.

The winner is solely responsible for all federal, state, local, provincial, or other applicable taxes associated with the acceptance and use of the prize. Prize winners agree and acknowledge that Sponsor may be required to withhold and remit a portion of prize value to comply with applicable tax laws. Prize winners also agree to provide Sponsor with a valid social security number or any other information Sponsor may require in connection with applicable tax reporting or withholding requirements or other laws or regulations.

All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of each winner.

6. Publicity

Except where prohibited by law, by accepting a prize, the winner hereby grants Sponsor, Partner, and its representatives an irrevocable, perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the winner’s name, the associated Eligible Fire Department, any content posted by the winner in connection with the Giveaway, and information about the prize award, in any way, at any time, in any and all media, including without limitation, for use in advertising and marketing, without any additional approval or consideration. By accepting a prize, winner represents and warrants that he or she has the right to grant the foregoing license.

7. Limitations of Liability of Giveaway Parties

The Giveaway Parties assume no liability and are not responsible for, and by entering the Giveaway you hereby waive and release the Giveaway Parties from, any actions, claims,

damages, losses or injuries of any kind (collectively “**Claims**”) arising in connection with the Giveaway and/or the receipt, use or misuse of any prize, including without limitation, Claims relating to: (i) the malfunction of any computer, telephone, mobile device, network, satellite, hardware, software or communications line; (ii) unauthorized human intervention; (iii) incorrect, delayed or inaccurate transmission, winner notifications, prize claims or other information or communications relating to the Giveaway, or the failure to capture or transmit any such information; (iv) damage to any person’s computer or mobile device; or (v) any errors in these Official Rules, winner notifications or other announcements or communications relating to the Giveaway. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to clarify or modify these Official Rules however it deems appropriate to correct any such ambiguity or error(s). If due to an error or for any other reason, more legitimate prize claims are received than the number of prizes stated in these Official Rules, Sponsor reserves the right to award available quantities.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor may prohibit an entrant from participating in the Giveaway or winning the prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or any Giveaway Parties.

8. Sponsor’s Reservation of Rights

If the Giveaway or any related contest is not practically capable of running as planned for any reason outside the control of the Sponsor, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, government orders, natural disasters, the effects of any pandemic or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, Sponsor reserves the right, at its sole discretion, to modify, suspend, or cancel the Giveaway or any affected contest.

9. Governing Law

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of entrants and winners, and the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of [Washington DC], without giving effect to any choice of law or conflict of law rules. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If

any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

10. Privacy

Any personally identifiable information collected during an entrant's participation in the Giveaway will be collected and used by Sponsor and its designees for the administration and fulfillment of the Giveaway and as otherwise described in these Official Rules, applicable Announcement Tweets, and Sponsor's privacy policy available at <https://www.nvfc.org/privacy-policy/>.

If provided by entrant, entrant's e-mail address may be used to send entrant newsletters regarding Sponsor's products and other information which may be of interest to entrant.

11. Winner List

For the names of the winners of the Giveaway, send an email to [\[nvfcoffice@nvfc.org\]](mailto:nvfcoffice@nvfc.org). Requests must be received no later than sixty (60) days after the end of the applicable contest.