

***CONTEST RULES:**

MATCO TOOLS “Backyard Adventure” SWEEPSTAKES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER, PARTICIPATE, OR WIN. A purchase does not improve your chances of winning. By entering the sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules. Void where prohibited or restricted by law. All federal, state, provincial, and local laws and regulations apply.

PROMOTION NAME: MATCO TOOLS “Backyard Adventure” SWEEPSTAKES (the “Sweepstakes”)

PROMOTION PERIOD: May 18th, 2024, through June 30th 2024 (“Promotion Period”). Sponsor is the official timekeeper for purposes of the Sweepstakes.

SPONSOR: Matco Tools Corporation, a wholly owned subsidiary of Fortive Corp. (“Sponsor”).

ELIGIBILITY: Open only to legal residents of the fifty United States and the District of Columbia, and Canada (except Quebec) who are professional mechanics and are 18 years of age or older and the age of majority in applicable jurisdiction as of the date of entry. Employees, directors, officers, agents, representatives and their immediate family members (including spouses, parents, children and their respective spouses) and household members (whether related or not) of Sponsor and its parent company, subsidiaries affiliates, advertising and promotional agencies involved in the design, implementation, or execution of this Sweepstakes (the “Promotional Parties”) are not eligible to enter or win.

HOW TO ENTER: There are two ways to enter:

- (1) A qualified entrant will be automatically entered into the Sweepstakes by completing and submitting a credit application during the Promotion Period that is submitted through MDBS, the Matco Tools app, or matcotools.com; or
- (2) On 3” x 5” paper, hand print your complete name, company name, street address (no P.O. Boxes) city, state, zip code, e-mail address, date of birth (mm/dd/yyyy), name of business, plus day and evening telephone numbers. Mail entry in a postage prepaid envelope to: Matco Tools Sweepstakes, 4403 Allen Road, Stow, Ohio 44224. Only one entry per outer envelope. Only those entries actually postmarked during the Promotion Period and received by the Sponsor within five days thereafter will be entered in the Sweepstakes. Limit one entry per person regardless of entry method.

PRIZE DRAWING/ODDS OF WINNING AVAILABLE PRIZES: One (1) Grand Prize winner, One (1) Second Prize winner, six (6) Third Prize winners (one from each region), six (6) Fourth Prize winners (one from each region), six (6) Fifth Prize winners (one from each region), six (6) Sixth Prize winners (one from each region), six (6) Seventh Prize winners (one from each region) and six (6) Eighth Prize winners (one from each region) will be selected by Sponsor in a random drawing from amongst all eligible entries received. Random drawing will be held on or about July 10th, 2024. Sponsors decisions are final and binding on all entrants. Selected entrants will be notified by email, or telephone. Prize winners must sign and return an Affidavit of

Eligibility/Release of Liability Form within seven (7) days of attempted notification.. Noncompliance within this period or return of the prize notice will result in disqualification and an alternate winner may be selected. Odds of winning will depend upon the number of eligible entries received. If a selected entrant is a resident of Canada, he/she will be required to correctly answer a time-based math question.

PRIZES & APPROXIMATE RETAIL VALUE: Prizes available: 1 Grand Prize: Outdoor adventure package consisting of: 2024 Can-Am Outlander 500 ATV (ARV \$7350), Blackstone Griddle (ARV \$735), Traeger Pellet Grill Pro 780 (ARV \$999), Permasteel 80Qt. Portable Rolling Patio Cooler, Brown (ARC \$268), Solo Stove Bonfire Pit and Stand 2.0 (ARV \$312) and Jackery Solar Generator 300 Plus Portable Power Station (ARV \$300). 1 Second Prize: \$4,000 Matco Shopping Spree; 6 Third Prizes: MTCBUMPBOARD (\$700 ARV), 6 Fourth Prizes: MTCREMIX (\$350 ARV) 6 Fifth Prizes: MTCYETIHOP12 (\$320 ARV), 6 Sixth Prizes: VERSAPRO3 (\$319 ARV), 6 Seventh Prizes MTCYETITHT (\$311 ARV), 6 Eighth Prizes Cabela's Gift Card (\$200 ARV and 6 Ninth place prizes) MTCYETIRM20B x2 (\$90 ARV)

GENERAL TERMS: Prizes will be awarded in the name of the winner and are not transferable or exchangeable for cash, in whole or in part. Winners are solely responsible for payment of tax and title costs related to such prizes. All entries are subject to verification at any time and for any reason. Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): for the purposes of verifying an individual's eligibility to participate in the Sweepstakes; and/or for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering a Sweepstakes in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor in a timely manner may result in disqualification. Any attempt to deliberately damage the Sweepstakes or the operation thereof is prohibited. By entering and/or participating in the Sweepstakes, entrant agrees to indemnify and hold harmless Sponsor and the Promotion Parties, and their respective employees, shareholders, directors, officers, members, successors, agents and assigns (collectively the "Released Parties") with respect to the Sweepstakes or the use of any prize awarded. By accepting prize, winner consents to the use of his/her name, photograph, video, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval, except where prohibited by law. No substitution, cash redemption or transfer of prize by winner permitted. Sponsor will report value of prize as required by law. Prize winners will be issued an applicable IRS tax form for the ARV of the prize. All federal, state, provincial, and local taxes are the sole responsibility of winner. Proof of sending or postmark are not proof of receipt. Sponsor and Released Parties are not responsible for lost, late, illegible, incomplete, garbled, damaged, postage due or misdirected entries or entries not received by the entry deadline. All materials submitted in connection with the Sweepstakes become the property of the Sponsor and will not be acknowledged or returned. Potential winners must take possession of prizes on or about December 31st, 2024. Sponsor, in its sole discretion, reserves the right to substitute prize with one of equal or greater value. The Released Parties are not responsible for the quality or utility of any prize or any portion of prize. Sponsor makes no warranty with respect to any portion of prize. Winner accepts the inherently dangerous nature and risk using a prize, including personal injury and/or death, and he/she assumes the risk of such factors and occurrences and agrees that the Sponsor and Released

Parties shall not be in any way responsible for any resulting personal injury, bodily injury, death, damages and/or loss. Sponsor and the Released Parties are not responsible for any typographical or other error in the printing, the offering or the announcement of any prizes or in the administration of this Sweepstakes. Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension.

GOVERNING LAW AND DISPUTES: Except where prohibited by law, as a condition of participating in a Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with a Sweepstakes, including but not limited to **prize** awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in a Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with a Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

WINNERS LIST OR OFFICIAL RULES REQUEST: For the name of the winners or to receive a copy of these Official Rules, send a self-addressed stamped envelope to: Sweepstakes Winners List OR Official Rules Request, 4403 Allen Road, Stow, OH 44224. Requests must be post-marked and received by December 31st, 2024 for the Official Rules Request and for the Winners List.

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