

**AQUATEK COATINGS VYPER CHAIR SWEEPSTAKES**  
**(the “Sweepstakes”)**

**Official Rules**

**ELIGIBILITY:** NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Sweepstakes is offered only in the fifty (50) United States. Void outside of the 50 United States, in the District of Columbia, Puerto Rico and where prohibited or otherwise restricted by law. All individuals who are legal U.S. residents and 21 years of age or older or the age of majority in their jurisdiction of residence at time of entry are eligible to enter, with the following exceptions (all of whom are not eligible to enter or win the Sweepstakes): *Residents of Puerto Rico, the US Virgin Islands, and other United States territories and possessions*, employees of Aquatek Coatings and its parents, subsidiaries, affiliates, representatives, suppliers, vendors, fulfillment agencies, and advertising and promotion agencies and their immediate families (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related, are not eligible to enter or to win the Sweepstakes. All entries submitted in compliance with these Official Rules and not disqualified are considered “**Eligible Entries.**”

**SPONSOR:** This sweepstakes is being sponsored by Aquatek Coatings LLC, P.O. Box 123, Steubenville, Ohio 43952 (the “**Sponsor**”)

**SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00 AM Eastern Time (“EST”) on December 18, 2023 and ends at 11:59:59 PM EST on December 31, 2023 (the “**Sweepstakes Period**”).

**HOW TO ENTER:** During the Sweepstakes Period you are automatically entered into the Sweepstakes based on completion of the Sweepstakes Entry Form located at Sponsor’s website at <https://www.aquatekcoatings.com/>. You will be asked to provide basic contact information, including your name, email address, and other information. Note, you must complete all required fields of the entry form with the information that is valid on the date of the drawing to be eligible.

**LIMITATIONS ON ENTRIES:** Limit one entry per person per email address. No third party entry or entry through any sweepstakes service is permitted. Any person who attempts or otherwise encourages the entry of multiple or false contact information under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by Sponsor, will be disqualified. Use of robotic entry devices is strictly prohibited.

**PRIZE:** One (1) Vyper Robust Steel Max will be awarded with an approximate value of \$595. No cash or other prize substitution is permitted except at the sole discretion of the Sponsor. The prize is non-transferable. 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. Acceptance of a prize grants the Sponsor permission to use the winner’s entry, name, and likeness for advertising, promotion, and trade without further compensation or remuneration unless prohibited by law.

**USE OF DATA:** Sponsor may collect personal data about entrants, in accordance with its privacy policy. By participating in the Sweepstakes, entrants hereby agree to the collection and usage of their personal information and accept the privacy policy.

**SWEEPSTAKES DRAWING AND ODDS OF WINNING:** Odds of winning are determined by the total number of Eligible Entries received, according to the eligibility requirements in the Sweepstakes. The Sweepstakes Prize Winner (the “**Prize Winner**”) will be selected from all Eligible Entries received in a random drawing from Eligible Entries collected during the Sweepstakes Period on or about January 3<sup>rd</sup>, 2024 at Sponsor’s principal place of business. The drawing will be conducted by Sponsor whose decisions are final and binding in all matters relating to the Sweepstakes. Sponsor reserves the right to disqualify any entrant or winner and my refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Sweepstakes, or obtained winner status using fraudulent means. If there is a dispute about the identity of an entrant, prize will be awarded to the natural person to whom the email address is assigned by the internet service provider responsible for the domain associated with the submitted email address. The potential winner will be notified via email. If the potential prize winner cannot be reached within seventy-two (72) hours, if a potential winner declines to accept the prize, or if a potential winner fails to confirm eligibility, then in each case, the potential prize winner will forfeit the prize, and the prize will be awarded to an alternate winner selected by random drawing from among all remaining Eligible Entries. Notification via email provided by the entrant shall constitute official notification of entrant being drawn as the potential winner of the Sweepstakes Prize. **ALL POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** It is the entrant’s responsibility to ensure compliance with the conditions contained in these Official Rules.

**TAXES:** All federal, state, local and other applicable taxes, and any other costs and expenses associated with Prize acceptance and/or use are the sole responsibility of the Prize Winner. The value of the Prize will be taxable to Prize Winner as income.

**FORCE MAJEURE:** Sponsor shall not be liable in damages and shall have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), pandemic or epidemic, wars, insurrections and/or any other cause beyond the reasonable control of Sponsor.

**OTHER CONDITIONS:** All applicable federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to modify or suspend the Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason:

(a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud,

technical failures, or any other causes which, in Sponsor sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Sweepstakes is otherwise not capable of running as planned by Sponsor. In the event of such modification or suspension, Sponsor reserves the right to award the Prize to a winner to be selected in random drawings from among the remaining uncorrupted Eligible Entries.

**DISCLAIMERS, WAIVER AND RELEASE:** By entering, each entrant agrees to release and hold harmless Sponsor, and each Sponsor parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entity's employees, officers, directors, shareholders and agents (collectively the "***Released Parties***"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any Prize or participation in any Sweepstakes-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (vi) entries which are late, lost, stolen, damaged, illegible, unintelligible and/or postage due (or any combination thereof), or (vii) injury or damage to entrants', participants' or other persons' computer relating to or resulting from participating or downloading materials in the sweepstakes. The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, each entrant agrees to comply with these Official Rules. Any entrant who attempts to tamper with this Sweepstakes in any way shall be disqualified. Additional restrictions may apply.

**DISCLAIMERS, WAIVER, RELEASE:** BY ENTERING, EACH PARTICIPANT AGREES IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN ENTRANT'S ACCESS TO, PARTICIPATION IN, RECEIPT OF AND USE OF THE SWEEPSTAKES, THE PRIZE, OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM OR PERTAINING TO THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**DISCLAIMER OF WARRANTIES:** THE SWEEPSTAKES AND PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

**DISPUTES:** By submitting an entry for the Sweepstakes, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state for any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction).

**GENERAL CONDITIONS:** By entering or participating in this Sweepstakes, entrants: (a) agree to these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to the Sweepstakes; (b) agree that the Release Parties are not responsible for printing, typographical, human, distribution, production, or other errors of any kind that may occur in connection with the Sweepstakes, including, without limitation, errors in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any other Sweepstakes related materials; (c) agree to indemnify and hold harmless the Released Parties from and against any and all injuries, claims, damages, or losses of any kind that arise from or are sustained directly or indirectly, in whole or in part, in connection with acceptance or use/misuse of Prize or from participation in the Sweepstakes; (d) by accepting the Prize, winner agrees that Sponsor and its designees may use winner's name, picture/portrait, likenesses, and/or voice for advertising, trade, and promotional purposes, worldwide in perpetuity, in any and all media now known or hereafter devised, without notification, permission, or additional compensation, unless prohibited by law. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures or any other factor impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion and, in event of cancellation, Sponsor reserves the right to award the Prize from among all eligible entries received up to the time of impairment of the Sweepstakes.

**ABBREVIATED RULES:**

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. Sweepstakes begins at 12:00 AM Eastern Time ("EST") on December 18, 2023 and ends at 11:59:59 PM EST on December 31, 2023 (the "*Sweepstakes Period*"). Sweepstakes is offered only in the fifty (50) United States. Residents of the District of Columbia, Puerto Rico, the US Virgin Islands, and other United States territories and possessions are ineligible to enter or win the Sweepstakes. Must be a legal U.S. resident and at least 21 years or older to enter. The prize awarded will be a Vyper Robust Steel Max. The odds of winning are determined by the total number of Eligible Entries received.