

American Time Maintenance Hero Contest (the "Contest")  
Official Rules  
Contest ID HERO17

NO PURCHASE NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.  
VOID WHERE PROHIBITED.

**1. Eligibility:** The American Time Maintenance Hero Contest is open only to legal residents of the 50 United States and the District of Columbia ("D.C.") who: (a) are 18 years of age or older, (b) are located in one of the 50 States or D.C. at the time of entry; and (c) have performed the role of custodian, janitor, groundskeeper or maintenance engineer since January 1, 2016 (collectively, a "Maintenance Hero"). Employees, contractors, directors and officers of American Time & Signal ("Sponsor"), and their respective parents, subsidiaries and affiliated companies, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Contest, and each of their respective officers, directors, employees and agents (collectively, "Promotion Parties"), and their immediate family members (parent, child, sibling and spouse of each, regardless of where they reside) and those living in the same households of each (whether related or not) are not eligible for consideration under this Contest. Void outside the 50 United States/D.C and where prohibited by law.

**2. Contest Period:** The Contest begins at 12:00 p.m. Universal Time ("UTC") on 07 August 2017 and ends at 11:59 p.m. UTC on 15 September 2017 (the "Contest Period").

**3. Nominations:** Anyone who is a legal resident of the 50 United States and the District of Columbia ("D.C.") who: (a) is 18 years of age or older, (b) is located in one of the 50 States or D.C. at the time of entry can nominate ("Entrants") a Maintenance Hero for entry in the Contest, starting at 12:00 p.m. UTC on 07 August 2017 and ending at 11:59 p.m. UTC on 15 September 2017 (the "Nomination Period"). Individuals may nominate a Maintenance Hero by going to <http://info.american-time.com/hero> (the "Website") and following the on-screen instructions.

In order to successfully nominate a Maintenance Hero in the Contest, you must provide all information requested by Sponsor via the Website or otherwise and meet the conditions set forth below. Paper nominations will not be accepted. As part of the nomination process, you will be required to provide a short biographical description with examples (500 words or less) on why your nominee Maintenance Hero is deserving of the award. There is no limit on the number of nominations you may submit. Illegible and incomplete entries are void and will not be reviewed. Sponsor is not responsible for lost, late, or misdirected entries or entries not received or not processed regardless of cause. Entries will not be returned to you.

**4. Winner Selection:** At the end of the Nomination Period, a committee of judges consisting of employees/representatives of Sponsor (the "Panel"), selected at the sole discretion of the Sponsor, will evaluate all qualifying nominations using the following criteria, as weighted at the Panel's sole discretion: (a) the number of nominations submitted on behalf of each Maintenance Hero, (b) quality of the examples outlined in the nomination(s), and (c) service and dedication detailed in the nomination(s) (the "Judging Criteria"). On or around the week of 18

September 2017, the Panel will select one (1) nominated Maintenance Hero as the Maintenance Hero Grand Prize Winner (the “Grand Prize Winner”) and two (2) Maintenance Hero Runners Up Prize Winners (the “Runners Up” and collectively with the Grand Prize Winner, the “Potential Winners” and each a “Potential Winner”), based on the Judging Criteria. Sponsor will contact each Potential Winner, and confirm each Potential Winner’s compliance with these Official Rules and consent to participate in the Contest. All decisions of the Panel are final.

*Sponsor reserves the right to modify these Official Rules, including any of above dates (including but not limited to the Contest Period, the judging period, the Nomination Period, and the date of selection of the Potential Winners), if Sponsor (in its sole discretion) deems such modification necessary to ensure fairness, preserve the spirit or goals of the Contest, and/or compliance with applicable federal, state and local laws and regulations. .*

**5. Prizes, Approximate Retail Value (“ARV”):** The organization for which the Grand Prize Winner works and/or is nominated (“Winner Affiliated Parties”) by will receive one (1) three thousand dollar (\$3,000) credit towards the cost of qualifying products or services from Sponsor, as determined at Sponsor’s sole discretion. The organizations for which the two (2) Runners Up work and/or is nominated (“Runners Up Affiliated Parties”) by will each receive one (1) one thousand dollar (\$1,000) credit towards the cost of qualifying products or services from Sponsor, as determined at Sponsor’s sole discretion. Restrictions may apply. Prizes awarded to each winner are subject to the express requirement that the winner submit to Sponsor all documentation requested by Sponsor to permit compliance with all applicable state, federal, and local tax reporting and withholding requirements. Total ARV of all prizes available in this Contest is \$5,000 USD. No substitution, cash redemption or transfer of prizes is permitted except at Sponsor’s sole discretion or as provided herein. All federal, state and local income taxes on the prizes and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winners. No more than the stated number of prizes will be awarded.

**6. Notification:** All Potential Winners will receive a notification in writing from Sponsor by either email, telephone, regular mail or overnight mail (the “Notification”), and may be required, at Sponsor’s sole discretion, to complete, sign and return an affidavit of eligibility, a liability release, and where lawful, a publicity release within a stated amount of time. The return of any Notification to Sponsor as undeliverable, or failure by a Potential Winner to respond to the Notification or return any required documents in a timely manner, as set forth in the Notification, or a determination that a Potential Winner is ineligible or not in compliance with these Official Rules, as determined by the Sponsor, may result in disqualification of the Potential Winner and forfeiture of the corresponding prize. Sponsor will, no later than 30 days after making the award representation to winner, provide the person with the prize, or with a voucher, certificate, or other document giving the person the unconditional right to receive the prize.

**7. Other Terms:** All applicable federal, state and local laws apply. By participating in this Contest, entrants agree to abide by and be bound by these Official Rules and decisions of Sponsor, which shall be final in all matters relating to the Contest.

If for any reason this Contest cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration,

fairness, integrity or proper conduct of this Contest, or if this Contest is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to suspend or terminate this Contest. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method, or any entry service.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**8. No Liability & Indemnification:** By participating in this Contest, Entrants, Potential Winners, Winner Affiliated Parties, and Runners Up Affiliated Parties agree to release, discharge, indemnify and hold harmless Sponsor from and against any and all liability, loss, claims, injuries or damages (including reasonably attorneys' fees) associated with participation in this Contest or the acceptance, possession, use or misuse of any prize received in this Contest. By participating in this Contest, Entrants, Potential Winners, Winner Affiliated Parties, and Runners Up Affiliated Parties waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to participate in the Contest. Entrants, Potential Winners, Winner Affiliated Parties, and Runners Up Affiliated Parties release Sponsor from any failures of any kind (whether caused by computer, technical, or human error) which may either limit the Entrant's or Potential Winner's ability to submit an entry, claim a prize, or otherwise participate in this Contest, or Sponsor's ability to include all eligible entries, notify Potential Winners, or otherwise execute this Contest in the manner intended. Entrants, Potential Winners, Winner Affiliated Parties, and Runners Up Affiliated Parties further release and agree to indemnify and hold harmless Sponsor from any and all liability, claims or actions (including reasonable attorneys' fees) of any kind whatsoever arising from injuries, damages, or losses to persons or property (including, without limitation, real property and personal property) which may be sustained in connection with this Contest including, but not limited to: (a) your participation in this Contest; (b) the receipt, ownership or use of any prize awarded; and (c) your breach of any of the terms in these Official Rules. The foregoing release and indemnification shall survive the Contest Period, the completion of this Contest or the termination of the Contest.

**9. Disputes/Venue/Governing Law:** By participating, Entrants, Potential Winners, Winner Affiliated Parties, and Runners Up Affiliated Parties agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in in the county of Meeker, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will Entrants, Potential Winners, Winner Affiliated Parties, and Runners Up Affiliated Parties be permitted to obtain awards for, and Entrants, Potential Winners, Winner Affiliated Parties, and Runners Up Affiliated Parties, hereby waives all rights to claim, punitive, incidental and/or consequential

damages and/or any other damages, other than 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 any participant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**9. Publicity:** Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winners' entries, names and likenesses for purposes of advertising and publicity in all media worldwide in perpetuity without further compensation or notice, unless required by law.

**10. Winners' List:** To view the winners' list for this Contest, please visit <http://info.american-time.com/hero>. The winners' list will be available after winner validation has been completed on or around 2 October 2017.

**11. Sponsor:** American Time & Signal Co., 140 3<sup>rd</sup> Street S., Dassel, MN 55325.

**All trademarks used herein are the property of their respective owners.**