

# Schneider Electric North America Blanket Promotional Terms and Conditions

These Blanket Promotional Terms and Conditions, in addition to any promotional terms and conditions referenced in any program or promotional specific collateral (Specific Program Rules) distributed by Schneider Electric (“SE”), govern SE promotional activity in North America. **In the case of a conflict between the Specific Program Rules and this document the Specific Program Rules will prevail.**

Other than SE, and unless otherwise mentioned in promotion specific collateral, the owners of trademarked names and merchandise used in a promotions are not sponsors nor do they endorse the promotion. You must be at least 18 years old and a legal resident of the United States or Canada (excluding the Province of Quebec). Offer not valid to residents where prohibited by law. Offer not valid to employees or agents of Schneider Electric or their families. The odds of winning depend on number or registrants for any particular promotion.

## Registration:

Registration requirements are specified in the Specific Program Rules. Participation constitutes registrant's full and unconditional agreement to and acceptance of these Terms and Conditions. **No purchase or payment of money is necessary to enter.** Participants must be at least 18 years of age. SE is not responsible for the performance, maintenance or support of any promotional products and gifts nor transactions that you enter into with the manufacturers, advertisers, sponsors, or partners of these promotional products. SE reserves the right to require individuals to provide documentation demonstrating they have completed the registration requirements prior to promotional gift redemption in cases where that information is unavailable for any reason. In case of unavailability of a gift, SE reserves the right to substitute a prize of comparable value, as determined by SE in its sole discretion. No cash substitutes will be made. SE reserves the right to change the eligibility requirements at any time.

## Tax Liability:

You are responsible for all local, state/provincial, harmonized, goods and services, and federal taxes, as well as any import customs, duties, or charges on any promotional gifts you receive. SE may require winning participants to complete and submit a W-9 form when required to comply with IRS reporting requirements.

## Choice of Laws/Venue:

You agree that this agreement shall be construed and governed in accordance with the laws of the State of Illinois regardless of the conflict of laws provisions of the jurisdiction

where you live or any other jurisdiction. You also agree that the proper venue for any dispute pertaining to this agreement shall be the State and Federal Courts located in the State of Illinois.

### Special Rules applicable to Canadian Participants

Citizens of Quebec are excluded unless the promotion specific collateral specifies otherwise. In those instances where residents of Quebec are included, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purposes of helping the parties reach a settlement.

Prior to being declared winners, Canadian residents may be required to correctly answer, unaided and without mechanical or electronic assistance, a time-limited, mathematical, skill-testing, technical question, to be administered at the time of drawing. If a selected participant is unable to correctly answer the skill-testing question, or otherwise does not meet all of these rules or conditions, his or her prize will be forfeited and another entrant will be drawn from the remaining eligible entries.

#### Liability Release:

By participating in any SE promotion, you release SE and its respective parents, subsidiaries, and other affiliated companies, and the directors, shareholders, officers, employees, or agencies of any of the above organizations, for any and all liability for any injury, death, loss, tax liability or damage of any kind arising from entrant's participation in this program, or resulting from acceptance, possession, use or misuse of any promotional offer or gift. Failure to comply with these Terms and Conditions may result in disqualification from this program. SE reserves the right, in its sole discretion, to: (i) disqualify from this or any promotion it sponsors now, or in the future, any person it finds, in its sole discretion, has intentionally violated these Terms and Conditions, tampered with the eligibility process, or any other aspect of the promotion; and (ii) cancel or suspend part or all of this program for any reason. **DISCLAIMER OF WARRANTIES: THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM SE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, COMPANY MAKES NO WARRANTY THAT: (THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL MEET YOUR REQUIREMENTS; (B) THE PRIZES, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY**

RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE APPLICABLE PROMOTIONAL ITEM OR GIFT WILL MEET WITH YOUR REQUIREMENTS AND/OR THAT ANY THIRD PARTY PARTNER WILL PERFORM ITS ASSOCIATED OBLIGATIONS IN A TIMELY OR SATISFACTORY MANNER; OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GIFTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY, ANY OF ITS THIRD PARTY PARTNERS OR OTHERWISE THROUGH OR FROM THE SITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**Special Rules for Social Media Enabled Promotions:**

SE assumes no responsibility or liability for (a) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of submissions at any point in the operation of any promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, **with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of this promotion**; (d) inaccessibility or unavailability of the internet, any social media service provider, or any combination thereof, or any change in any third parties terms of service or service offerings; or (e) any injury or damage to participant's or to any other person's computer or cell phone which may be related to or result from any attempt to participate in an Promotion.

**Agreement, Consent and Opt-In:**

By entering any SE sponsored promotion, you consent to, and agree to opt-in and be placed on a mailing list from SE and its affiliates for promotional and other materials. You may unsubscribe from the mailing list and other materials by sending an email to [PromotionsOptout@schneider-electric.com](mailto:PromotionsOptout@schneider-electric.com). Except where prohibited by law, by entering this promotion winners consent to use of names, likeness, hometowns, statements and photographs for promotional purposes in all forms of media, in perpetuity, without notice, or without additional compensation. Winners may be required to sign eligibility/liability/publicity release where permitted. All entries become the exclusive property of SE.