



# **WE BUILD<sup>TM</sup>** *welding challenge*

**#WeBuildChallenge**



**Total ARV  
of prizes:  
18.000€**

## **OFFICIAL RULES**



**NO PURCHASE NECESSARY TO ENTER OR WIN. ODDS OF WINNING DEPEND ON TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules. Entry into the WE BUILD™ Welding Challenge Sweepstakes ("Sweepstakes") begins at 12:01 a.m. CET on September 22nd, 2021 and ends at 11:59 p.m. CET on September 30th, 2022 ("Sweepstakes Period"). The Sweepstakes is sponsored and administered by ITW Welding GmbH ("Sponsor and Administrator"), Spechtal 1a, D-67317 Altleiningen - Germany. All mandatory European and African, National and local laws and regulations apply.**

The Sponsor reserves the right at all times to terminate, pause or modify the Sweepstakes, unilaterally and without prior notice and/or to change the terms and conditions and/or the promotional products if circumstances so require, without in any way to be liable to pay compensation to the Entrants.

## **ELIGIBILITY / WHO MAY PARTICIPATE:**

The Sweepstakes is exclusively open to legal residents of eligible countries from Europe and Africa as listed in Annex 1. Persons residing in other jurisdictions are not eligible to enter the Sweepstakes. You must be at least eighteen (18) years of age at time of entry, or the legal age of majority in your jurisdiction, whichever is greater. Officers, directors, and employees of Sponsor or Administrator, and members of their immediate families (biological, step, or in-law) including parent, grandparent, child, sibling, or spouse of any of the foregoing (regardless of where they live) or households of any of the above, whether related or not, National tax authorities dependents, and household members of Sponsor, Administrator, and their respective parents, affiliates, subsid-

aries, advertising, promotion, and web design agencies, and all other entities involved in the creation, administration, or fulfillment of the Sweepstakes, are not eligible to enter or win.

## **HOW TO ENTER**

To submit an "Entry" in this Sweepstakes and be considered an "Entrant," an individual must, during the Sweepstakes Period: (a) visit the web-site:

[www.MillerWeldsEurope.com/we-build-2022](http://www.MillerWeldsEurope.com/we-build-2022)  
or

[www.ElgaWelding.com/we-build-2022](http://www.ElgaWelding.com/we-build-2022)

(b) complete an online entry form; (c) upload a picture that constitutes the Entry; (d) confirm that the Entry is meeting the requirements of those Official Rules.

Each valid Entry will be posted on both LinkedIn pages:

[www.linkedin.com/showcase/elga-welding](http://www.linkedin.com/showcase/elga-welding)

[www.linkedin.com/showcase/millerwelderseurope](http://www.linkedin.com/showcase/millerwelderseurope)  
for followers to vote for their preferred picture by clicking on "thumb up" (or "like").

Each Entrant must meet the eligibility requirements contained herein. Sponsor reserves the right to request proof of this eligibility. Sponsor and Administrator reserve the right to require forfeiture of the Prize and select an alternate Entrant if an Entrant do not meet the eligibility requirements contained herein.

To be eligible, an Entrant must not (1) submit an image that violates the intellectual property rights of third-parties in the making of the image submission, including illegal use of third-parties' copyrights or trademarks or (2) commit libel, defamation, violations of rights of privacy and publicity, or any other torts in the making of the image submission; or (3) submit an image that would violate LinkedIn's terms of use. If the image included in the Entry contains any material





or elements that are not owned by Entrant, and/or which are subject to the rights of third parties, Entrant is responsible for obtaining all necessary permissions, and all releases and consents necessary to permit the use and exhibition of the submission by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof if requested may result in the image submission included in the Entry being censored and/or removed by Sponsor. By submitting an Entry, Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the image submission consent to the use of Entry as set forth herein.

## **SWEEPSTAKES ENTRY**

Participation constitutes Entrant's unconditional agreement to these Official Rules and to Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Only eligible Entries actually received by Sponsor during the Sweepstakes Period will be included in the Sweepstakes drawing.

Personal data required and processed for the purpose of facilitating the Sweepstake, and to comply with applicable laws, regulations, and rules, is the Entrant's name, address, and e-mail address, and, only in case the Entrant chose to upload a picture in which the Entrant is identifiable, the Entrant's personal image. The Sponsor will use the personal data to manage this promotion correctly, contact the winner and give him/her the prize. To facilitate the Sweepstake, the Sponsor may share the Entrant's personal data with third parties. Any personal data will only be used for the purpose of this Sweepstake. Once the promotion is complete, the personal data

will be eliminated within a maximum period of six (6) months, unless there is an incident, in which case the personal data of the participants affected by the incident will be retained until the complete and correct solution of it. Participants must ensure that the data provided is true.

These data shall be treated in accordance with the General Regulations on Data Protection (EU) 2016/679, of 27 April, and other applicable regulations in the field of data protection.

The owners of the data may exercise their rights of access, rectification, suppression, opposition, limitation of treatment and portability of their data by sending the corresponding request in writing, attaching a copy of your ID or document identification, sending an e-mail to:

[datenschutz@ITWwelding.com](mailto:datenschutz@ITWwelding.com). For more information about ITW Welding GmbH's privacy policy, please consult the following link:

[www.millerweldseurope.com/website\\_privacy\\_notice](http://www.millerweldseurope.com/website_privacy_notice).

Sponsor is not responsible for incorrect, inaccurate, or incomplete entry of information by participants; lost Entries or transmissions, interrupted or unavailable network, server or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human or electronic, technical malfunctions or the computer hardware, software, or any combination thereof; or problems associated with any virus or other damages caused to participant's system.

## **ENTRANTS' GRANT OF RIGHTS**

By entering the Sweepstakes and submitting an Entry, each Entrant hereby: (i) grants to the Sponsor, in perpetuity, a worldwide, non-exclusive, irrevocable, fully paid, license to use, copy, sublicense, transmit, distribute, publicly perform, publish (e.g., on a social network), delete, modify, edit, or display any image included in each Entrant's Entry, or any portion thereof or otherwise use the submission, in whole or in part in any

media now known or hereafter devised, all of the foregoing limited to context of the Sweepstakes; (ii) authorizes the Sponsor, Administrator, and any entities affiliated with the Sponsor (collectively, the “Promotion Parties”) to utilize in any manner they see fit, any image included in each Entrant’s Entry, all of the foregoing limited to the context of the Sweepstakes; and (iii) waives all moral and publicity rights in and to any image included in each Entrant’s Entry in favor of the Sponsor, all of the foregoing only in relation to usage of the image in the context of the Sweepstakes. Each Entrant also grants, except where prohibited by law, permission for the Promotion Parties to use Entrant’s name and likeness for the purpose of facilitating the Sweepstakes, without further notice.

## WINNER SELECTION

On or around 7th of October 2022, Sponsor will identify the 3 eligible Entries (posted pictures) having the most “likes” from both together LinkedIn® :

[www.linkedin.com/showcase/elga-welding](http://www.linkedin.com/showcase/elga-welding)

[www.linkedin.com/showcase/millerwelderseurope](http://www.linkedin.com/showcase/millerwelderseurope).

Entrants who made those Entries will be the Winners. Those 3 identified Winners will be awarded respectively the first, second and third prizes.

Any potential Winner will be subject to verification by Sponsor of eligibility and compliance with these Official Rules. The Winners will be required to sign and return to the Sponsor an Affidavit of Eligibility and a Liability and Publicity Release (where permitted) (“Affidavit”) within ten (10) business days after responding to Sponsor’s communication that they are potential Winners. An Entrant is not a winner of prizes until Entrant’s as a Winner has been verified, Entrant has been notified that verification is complete, and Entrant has complied with the terms and conditions of these Official Rules.

## AWARDING OF PRIZE

A representative of Sponsor will notify a potential Winner by email (the same email provided in an Entry). Three (3) contact attempts will be made within a five-day period to contact the potential Winner. If the potential Winner does not respond to Sponsor within the five-day allotted time period, the potential Winner forfeits the status as a potential Winner. Sponsor will then select an alternate potential Winner, and the same process will be repeated until all Winners are contacted and the Prizes are awarded.

Sponsor is not responsible for contacting an Entrant if that Entrant has changed contact information or Entrant failed to provide Sponsor with the proper contact information for Entrant when such information is required. At the sole discretion of the Sponsor, forfeiture of the Prize and the selection of an alternate Winner may result from any of the following: (a) a potential Winner’s failure to respond to notification within the specified response period; (b) a potential Winner’s failure to provide Sponsor with satisfactory proof of age, identity, and residence; or (c) any non-compliance with these Official Rules or (d) any non-compliance with LinkedIn’s terms of use.

## ODDS

The odds of winning a Prize depend on the total number of entries received.

## PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)

The Grand Prize Winner will receive 10.000 € (ten thousands Euros) List Price value in ITW Welding Products / 2nd Winner will receive 5.000 € (five thousands Euro) List Price value in ITW Welding Products / 3rd Winner will receive 2.500 € (two thousands and five hundred) List Price value in ITW Welding Products. ITW Welding Products are deemed to be those expressly shown on Miller®





and Elga® European web sites:

[www.MillerWeldsEurope.com](http://www.MillerWeldsEurope.com)

[www.ElgaWelding.com](http://www.ElgaWelding.com).

On top of each prize, Winner will receive one (1) ITW Welding pack bag consisting of: one (1) Miller® /Elga® Pen; one (1) Miller® /Elga® Take away coffee mug; one (1) Miller® /Elga® baseball cap; and one (1) Elga® weld throat size meter.

Maximum total ARV of all Prizes: 18.000 € (Eighteen thousand Euro) List Price Value.

## PRIZE RESTRICTIONS

Sponsor reserves the right to substitute a prize of equal or greater value if all or part of the advertised Prizes are unavailable or cannot reasonably be provided for any reason. No substitution or transfer of Prizes by Winners is permitted.

## DELIVERY OF PRIZE

Prize would be delivered at the closest existing Sponsor distributor facility, within the same country where applicable, from the Entrant address as stated during the registration process. Alternate delivery point may be agreed upon circumstances at the sole discretion of Sponsor. Delivery will be made as per Incoterm 2021: FCA.

Each Winner will be solely responsible for all National, state, and/or local taxes, and for any other fees or costs associated with the Prize, regardless of whether it, in whole or in part, is used. Any portion of the Prize not accepted by any Winner will be forfeited.

If a Prize is lost, destroyed, or stolen it will not be replaced. Allow 4-6 weeks for the delivery of any Prize.

THE PRIZES ARE AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

## RELEASE

By entering, Entrants agree to release, discharge, indemnify, defend, and hold harmless Sponsor, Administrator, and their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, members, employees, agents, and agencies, (“Released Parties”) from and against any demands, claims, liability, costs, losses, damages, or cause of action, including, without limitation, personal injury, death, or damage to or loss of property, arising out of, in whole or part, directly or indirectly, from participating or attempting to participate in the Sweepstakes or from misuse, , consequence resulting from, the award of the Prize.

The Sponsor shall not be liable and the Entrant shall indemnify and hold the Sponsor free and harmless of any unlawful posts on social media sites by the Entrant as contribution or related to the Sweepstake, in particular but not limited to any insulting content, false statements of facts, or infringement of intellectual property rights.

## GENERAL CONDITIONS

Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. In the event a Winner engages in behavior that (as determined by Sponsor or any prize provider in its sole and



absolute discretion) is obnoxious, inappropriate, threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any person, Sponsor reserves the right to terminate the Sweepstakes or withdraw the Prize.

By participating in the Sweepstakes, each Entrant acknowledges and agrees that his/her e-mail address and/or other personal information provided by the Entrant may be used for the administration of the Sweepstakes.

### LIMITATIONS OF LIABILITY

Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website or mobile device users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized access to the Website. The Sponsor is not responsible for injury or damage to Entrant's or to any other person's mobile device, computer, or other electronic device related to or resulting from participating in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor, in the sole opinion of Sponsor, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend this Sweepstakes and select a Winner from Entries received prior to the action taken or in such other manner as Sponsor may deem fair and appropriate.

Sponsor does not authorize, condone, sponsor, encourage, or take responsibility for Entrants':

(1) unauthorized use of any third party's intellectual property, including copyrights and trademarks; or (2) commission of any torts, including libel, defamation, and violations of rights of privacy and publicity.

The Sponsor can only be held liable in the case of:

- malicious intent;
- culpable breach of major contractual obligations;
- gross negligence on the part of corporate bodies or executive officers;
- culpable bodily injury, death and damage to health;
- fraud;
- personal injury and property damage to personal items, provided that liability exists under the German Product Liability Act for privately used items.

In the event of the breach of major contractual obligations the Sponsor shall also be liable for gross negligence on the part of non-executive employees or for slight negligence on the part of corporate bodies and executive officers. In the event of slight negligence, the Sponsor's liability is limited to reasonably foreseeable damage typical to the given type of contract.

Any further liability of the Sponsor under any legal grounds whatsoever shall be excluded.

The above limitation of liability also extends to the Administrator and any participating Promotional Companies.

### DISPUTES

Except where prohibited by applicable law, Entrants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before the appropriate courts located in Frankfurt, Germany. Further, in any such dispute, under





no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental, indirect, lost profits, or consequential damages, or any other damages, including attorneys' fees, and Entrants further waive all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrants, Guest, and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Germany. By entering, Entrants consent to the exclusive jurisdiction and venue of the courts located in Frankfurt, Germany.

## MISCELLANEOUS

The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

LinkedIn® is not responsible for, involved in, or organizing the promotion in any way. The only contact and responsible entity shall be the Sponsor.

## ABBREVIATED RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED BY LAW. Sweepstakes open to legal residents of selected countries in Europe and Africa, 18 years of age or older. Sweepstakes ends 30th September 2022. Total maximum ARV of prizes: 18.000 €. Allow 4-6 weeks for the delivery of your prize.

Visit [www.MillerWeldsEurope.com/we-build-2022](http://www.MillerWeldsEurope.com/we-build-2022) or [www.ElgaWelding.com/we-build-2022](http://www.ElgaWelding.com/we-build-2022) for Official Rules and to enter. Sponsor: ITW Welding GmbH - Spechtal 1a, D-67317 Altleiningen - Germany.

## Annex 1

### List of eligible countries from Europe and Africa

ALBANIA	LATVIA
ALGERIA	LESOTHO
ANGOLA	LIBERIA
AUSTRIA	LIECHTENSTEIN
BELGIUM	LITHUANIA
BENIN	LUXEMBOURG
BOSNIA AND HERZEGOVINA	NORTH MACEDONIA
BOTSWANA	MADAGASCAR
BULGARIA	MALAWI
BURKINA FASO	MALI
BURUNDI	MALTA
CAMEROON	MAURITANIA
CENTRAL AFRICAN REPUBLIC	MAURITIUS
CHAD	MOLDOVA
CONGO	MONTENEGRO
CONGO, THE DEMOCRATIC REPUBLIC OF THE	MOROCCO
CROATIA	MOZAMBIQUE
CYPRUS	NAMIBIA
CZECH REPUBLIC	NETHERLANDS
DENMARK	NIGER
DJIBOUTI	NIGERIA
EQUATORIAL GUINEA	NORWAY
ESTONIA	POLAND
ESWATINI	PORTUGAL
FINLAND	REUNION
FRANCE	ROMANIA
GABON	SENEGAL
GAMBIA	SERBIA, REPUBLIC OF
GERMANY	SIERRA LEONE
GHANA	SLOVAKIA
GREECE	SLOVENIA
GUINEA	SOUTH AFRICA
GUINEA BISSAU	SPAIN
HUNGARY	SWEDEN
ICELAND	SWITZERLAND
IRELAND	TANZANIA
ISRAEL	TOGO
ITALY	TUNISIA
IVORY COAST	TURKEY
JERSEY	UGANDA
KENYA	UKRAINE
	UNITED KINGDOM
	ZAMBIA
	ZIMBABWE