

Atlas Copco #LetsGetPumpedAC Social Media Photo Contest

Rules & Regulations

NO PURCHASE NECESSARY

1. Eligibility: The **Atlas Copco #LetsGetPumpedAC Social Media Photo Sweepstakes**, hereby referred to as **"Photo Contest,"** is open to legal residents of **United States and Canada** who sign up at <https://www.atlascopco.com/en-us/construction-equipment/partners/pumps-social-contest-2021>.

Entrants must be 21-years or older as of their date of entry in this promotion to qualify. This **Photo Contest** is subject to federal, state, and local laws and regulations and void where prohibited by law. **Atlas Copco's** employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the **Photo Contest**.

2. Sponsorship. The sponsor is **Atlas Copco** ("Sponsor"), located at **1059 Paragon Way, Rock Hill SC**. Sponsor will conduct the **Photo Contest** substantially as described in these Official Rules.

3. Agreement to Rules: By entering this **Photo Contest** the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this **Photo Contest** the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this **Photo Contest**.

4. **Photo Contest** Entry Period: This promotion begins **on September 15, 2021 at 12:00 AM EST** and ends **on November 15, 2021 at 11:59 PM EST** ("Entry Period"). To be eligible for the **Photo Contest**, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter The **Photo Contest** by submitting an entry via the online form provided at <https://www.atlascopco.com/en-us/construction-equipment/partners/pumps-social-contest-2021> or posting content on entrant's personal or company LinkedIn account with the hashtag "LetsGetPumpedAC". No purchase necessary. As a participant, your entry must fully meet **Photo Contest** requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

All entries can submit unique additional application photos more than once for submission. Duplicate photos and/or mass entries generated by a script, macro or use of automated devices will be disqualified. The entrant with the most photos submitted will win. Ties will be determined by date of entry and subject to approval by contest sponsor. By submitting photos, you agree to Atlas Copco using these photos for promotional materials.

Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the **Photo Contest** at the Sponsor's sole discretion.

By entering, entrants agree that this Contest is in no way sponsored, endorsed, or administered by, or associated with, LinkedIn; acknowledge a complete release of LinkedIn; and agree to LinkedIn's terms of use.

6. Prizes: Three Winners (the "Winners") will be chosen. The Winner(s) of the **Photo Contest** will receive: **(1) grand prize, (1) second-place prize and (1) third place prize**. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

One grand prize winner shall be awarded. Grand Prize consists of a flight voucher valued at \$500 USD for the winner.

Second place winner will receive Atlas Copco-branded Golf Bag, Golf Balls and Golf Accessories, valued at \$400 USD.

Third place will receive an Atlas Copco-banded YETI® Cooler, valued at \$250 USD.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winner will be selected by the number of photos submitted and published on their business social media channels under the supervision of the Sponsor. The Sponsor will notify the Winner(s) **by email**. Winner(s) will be required to provide mailing address which will be used to fulfill the prize. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within **[10 days]** from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the **Photo Contest**) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. **IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

9. Each Submission must be the submitting entrant's own, produced work and may not feature any material owned or controlled by third parties (unless the entrant can provide written documentation of permission to use any materials owned by a third party). Each Submission must not violate any law or infringe on the intellectual property rights or other rights of any third party. Submissions must be in digital format. No print or film submissions will be accepted for entry into this Contest. The Submission must not, in the sole and unfettered discretion of Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content

9. Rights Granted by You: By submitting an entry photo into this the **Photo Contest** You irrevocably and unconditionally grant to Sponsor, Sponsor's affiliates, parents, subsidiaries and each or their employees, directors, officers, employees, representatives, agents, any individual acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor (collectively "Sponsor Group"), to the extent permitted by law, the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, royalty-free, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the **Photo Contest**, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration, and each entrant and/or prize winner hereby releases Sponsor Group from any liability with respect thereto.

11. Indemnification. Each entrant hereby agrees to indemnify and hold the Sponsor Group harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the **Photo Contest** should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the **Photo Contest**. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the **Photo Contest** or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of **Photo Contest**, to void votes for any reason, including, but not limited to: infringement of photos. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the **Photo Contest** may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this **Photo Contest** constitutes Your agreement to release and hold harmless the Sponsor Group, participating advertising and promotion agencies, and LinkedIn from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the **Photo Contest** and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

12. Disputes: THIS **Photo Contest** IS GOVERNED BY THE LAWS OF **United States and Canada AND South Carolina**, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in South Carolina having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages,

including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this **Photo Contest**). The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Atlas Copco website. Click here <https://www.atlascopco.com/privacyportal/en/privacy-notice> to read the Privacy Policy.

14. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: **Power Technique North America, LLC, 1059 Paragon Way, Rock Hill SC 29730**, Requests must be postmarked no later **October 31st, 2021 12:00pm EST**.

15. Social Media Channel-Specific Rules:

1. All submissions must be your own photos and cannot be duplicated.
2. Photo contest is on LinkedIn only.
3. All social media posts must include #LetsGetPumpedAC otherwise your post will not be counted.
4. Atlas Copco Power Technique LLC will have rights to use the images shared for promotional materials.
5. If sharing a post on your company account, it can only be attributed to one person and that person must be tagged in the post.
6. Posts can be shared on personal LinkedIn accounts.
7. Only post once per day. Multiple posts referencing the same entrant in one day, regardless of uniqueness of submission or whether posts are on separate accounts, will be disregarded.
8. There are no limits on how many posts one user can post on their page throughout the contest—the users with the most points at the end of the contest will win.
9. All posts need to include:
 - a. Application
 - b. Location
 - c. Products Used
10. All social media posts will be graded based on type of content:

POINTS SYSTEM*

Social Post with Image – 3 points

Social Post with Video – 5 points

Video with Commentary* – 10 points

Video with Person in front of the Camera, with Commentary – 15 points

***Posts, Images, Videos and Commentary must mention the brand, product, or application story.**

16. By posting a photo of an Atlas Copco product in conjunction with the contest hashtag #LetsGetPumpedAC, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules. Power Technique North America and its partners have rights to use your submitted photo

on marketing materials, websites, promotional materials, social media and any other forms of business operations. You may send requests for removal of your photo to kevin.beck@atlascope.com.