

Markertek Summer 2018 Survey Rules

- Open to U.S. Residents Only
- Survey Must be Submitted by July 20, 2018 at 11PM Eastern Standard Time
- Winner will be chosen at random among all eligible entries
- No purchase necessary, void where prohibited
- Must be 18 or older to claim the gift card.
- Winner will be notified by email and must prove age and residency

Complete Rules

1. Eligibility: Open to United States residents only. Entrants must be 18 years old as of April 9th, 2018. Void where prohibited by law. Employees of Tower Products Incorporated (dba Markertek), Saugerties, NY, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Only 1 entrant will be chosen at random.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Tower Products (dba as Markertek) as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting May 15, 2018 at 12AM EST and ending July 20th, 2018 at 11PM EST.

4. How to Enter: One Entry per Person. Complete our survey (not all questions required) and submit your first name, last name and email address at the bottom. The entry must fulfill all requirements, as specified above, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Tower Products Incorporated. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Tower Products Incorporated. Only 1 entrant will be chosen at random to win per social network (Facebook, Twitter and Instagram).

5. Prize: Winner will receive an American Express \$200 Gift Card. The specifics of the prize was solely determined by Tower Products Incorporated. No cash or other prize substitution shall be permitted except at the discretion of Tower Products Incorporated. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Tower Products Incorporated to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Only 1 entrant will be chosen at random



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div. Tower Products Incorporated
1 Tower Drive • Box 397
Saugerties, New York 12477
845-246-3036
sales@markertek.com

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner must reside in the United States. Winner will be selected by random draw under the supervision of Tower Products Incorporated. Only 1 entrant will be chosen at random. Winner will be notified by email within seven (7) days following selection of Winner on Monday July 23. Tower Products Incorporated shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. Tower is not responsible for typographical errors or email misspellings. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Tower Products Incorporated's SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this survey you understand and agree that Tower Products Incorporated, anyone acting on behalf of Tower Products Incorporated, and Tower Products Incorporated's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Tower Products Incorporated. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Tower Products Incorporated from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Tower Products Incorporated may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Tower Products Incorporated reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Tower Products Incorporated's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Tower Products Incorporated may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Tower Products Incorporated. Tower Products Incorporated reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Tower Products Incorporated has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Tower Products Incorporated reserves the right to seek damages to the fullest extent permitted by law.



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10. Limitation of Liability: By entering, You agree to release and hold harmless Tower Products Incorporated and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY UNITED STATES LAW AND NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances shall 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 Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Markertek website. Click our [Privacy Policy](#) to learn more.

13. Winner Information: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Markertek • C/O: Marketing Dept, P.O. Box 397, Saugerties, NY 12477 USA. Requests must post marked no later than June 1, 2018.

14. Sponsor: The Campaign Sponsor is Markertek, 1 Tower Drive, Saugerties, NY 12477 USA.

15. The Campaign hosted by Markertek and is in no way sponsored, endorsed, administered by, or associated with Survey Monkey or American Express.

16. By entering the survey, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.