3M DRIVER APPRECIATION SPOTLIGHT SWEEPSTAKES OFFICIAL RULES

THIS SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES

Void where prohibited. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are binding and final on matters relating to this Promotion. Promotion is subject to all applicable federal, state and local laws. Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or any other social media platform. All information provided by Entrants is being provided to Sponsor, and not to any social media platform.

PROMOTION PERIOD: 3M Driver Appreciation Spotlight Sweepstakes presented by 3M's Commercial Solutions Division (the "Promotion") begins on June 15, 2020 and ends on July 15, 2020 ("Promotion Period")

SPONSOR: 3M Commercial Solutions Division, 3M Center, St Paul, MN, 55144 ("Sponsor").

ADMINISTRATOR: Arrowhead Promotion and Fulfillment Co., 1105 SE 8th Street, Grand Rapids, MN 55744 (the "Administrator").

ELIGIBILITY: The Promotion is open and offered only to Senior Transportation Managers and/or Executives who manage fleets of 500 or more tractors/trucks/vans and who are current legal residents of the 48 contiguous United States and the District of Columbia who are of legal age of majority in their state of residence (18, except in AL and NE: 19, and MS: 21) at the time of entry (collectively "Entrants"). Limited to one Entrant per fleet company. Void where prohibited or restricted by law. Employees, officers, directors, agents of (1) Sponsor, (2) Administrator, (3) Sponsor's distributors and other channel partners and (4) each of their respective parent companies, affiliates, subsidiaries, and advertising/promotional agencies (collectively, the "Released Parties"), such persons' immediate family members, and persons living in the same household of each are not eligible to participate or win a prize. Immediate family members include a person's mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, and half-sister and spouses of each.

HOW TO ENTER: Entrants fill out the entry form for one entry into the Promotion for an Entrant-employed driver who has been identified by the Entrant as going above and beyond. During the Promotion Period an Entrant may enter the Promotion by visiting <u>https://engage.3m.com/driver-appreciation-spotlight</u> ("Website") and completing the entry form online.

Step 1: Access the entry form using the Website

- Step 2: Complete all required information on the entry form
- Step 3: Confirm entry via receipt of email notification

Entrants will receive one (1) entry per qualifying entry form. Entry forms must be received by 11:59:59 PM Central Time on July 15, 2020 Limited to one Entrant per eligible fleet company.

NO PURCHASE NECESSARY: To enter the Promotion without making a purchase, on a plain piece of 3" x 5" paper, hand print your complete name, title, age, company name, company address (no P.O. Boxes), city, state, ZIP code, business phone number. Mail entry in a hand-addressed, business-size (#10) envelope with first-class postage affixed, to: 3M Driver Appreciation Spotlight Sweepstakes, 3M Center, Building 220-12E-E03, St. Paul, MN 55144-1000 and must be postmarked no later than July 15, 2020 and received by July 25, 2020. Limit one (1) entry per stamped envelope . Limited to one Entrant per eligible fleet company.

No mechanically reproduced entries permitted. Illegible and/or incomplete entries are void. The information you provide will be used, in accordance with 3M's Privacy Policy for the purposes of Promotion administration and may be used for advertising and trade.

RANDOM DRAWING: Six (6) potential Winners will be selected in a random drawing held on or about July 15, 2020. The drawing will be conducted by Administrator from among all eligible entries received. Odds of winning depend on the number of eligible entries received. Decisions of the Administrator are final. Winner need not be present to win.

WINNER NOTIFICATION AND RELEASE: Entrants fill out the entry form for one entry into the Promotion for an Entrantemployed driver who has been identified by the Entrant as going above and beyond. Potential winners will be notified by phone or electronic mail approximately five (5) business days from drawing. Potential winners must sign and return an Affidavit of Eligibility/Release of Liability/Publicity Release Form within ten (10) days of notification. Additionally, winners must secure permission from the nominated driver to use their photo in 3M marketing material by way of a signed 3M-provided photo release form. By accepting a prize, winners agree that they will provide this photo of the nominated driver along with a branded truck owned by Entrant for use in 3M marketing and communications materials. If the featured driver does not grant permission the entry will be void. By accepting prize, winner consents to the use of his/her name, photograph or likeness for publicity or advertising purposes without further compensation or permission, except where prohibited by law.

PRIZE DESCRIPTION: Six (6) Prizes: Each Prize consists of: One (1) \$250 gift card for Entrant-employed driver who has been identified by the Entrant as going above and beyond and a 3M-sponsored spotlight piece in a fleet trade publication ("Prize").

GENERAL RULES: By submitting an Entry, each Entrant agrees that all materials submitted (including stories and photos)become the exclusive property of Sponsor, will not be acknowledged or returned. In addition, by submitting an Entry, each Entrant represents and warrants that his or her submission(s) and all elements thereof: (i) are the original work of the Entrant; (ii) have not previously been published or won an award or prize of any kind; (ii) do not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights; (iii) are not subject to any third party agreements, and that the Sponsor will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition or exploitation of the submission or elements therein; (iv) any required permits from local authorities and other permissions have been obtained; (v) do not contain any content that is likely to be considered offensive by Sponsor or could adversely affect the name, reputation, or goodwill of the Sponsor. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsor in each instance. Should the Entrant include personally identifiable information about him/herself or a driver in his/her Entry, Entrant acknowledges and agrees that such information may be disclosed publicly and Entrant is solely responsible for any consequences thereof. Entries submitted via the Website will be considered the Entry of the owner of the email address. By submitting an Entry, each Entrant agrees and consents to Sponsor's use of his/her Entry regardless of whether he/she is selected as the Winner. Sponsor and its agents are also granted the rights to reproduce, modify, create derivative works from, and display such submissions on a worldwide basis (including websites and social media platforms) for promotional or marketing purposes. Entries must not be indecent, obscene, lewd, sexually explicit, pornographic, disparaging, defamatory, libelous, violent in nature or otherwise contain inappropriate content or objectionable material as determined by Sponsor in its sole discretion. Entries must comply with all Promotion requirements and must be consistent with Sponsor's image, all as determined by Sponsor in its sole discretion. Entries that Sponsor deems to be inappropriate for any of these reasons will be disqualified without notice to the Entrant. No substitution or cash redemption of prize by winner permitted. All federal, state and local income/gift taxes on prize are the sole responsibility of winner. All federal, state and local laws and regulations apply. The failure of either Sponsor or the Released Parties to comply with any provision of these Official Rules due to an act of God, act of domestic terrorism, hurricane, pandemic, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of either (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

LIMITATIONS OF LIABILITY: By participating, Entrants agree that the Released Parties are not responsible for: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software, delay in operation or transmission, communications line failure, technology outage, theft or destruction or unauthorized access to, or alteration of entries, whether caused by the sender or any of the equipment or programming associated with or utilized in the Promotion; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) electronic, clerical or human error which may occur in the administration of the Promotion or the transmission, receipt or processing of entries or notification of winners; (v) lost, misdirected, postage due, illegible or incomplete entries; or (vi) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion. Without limiting the generality of the foregoing, Sponsor reserves the right, in its sole discretion, to terminate, modify, cancel or suspend this Promotion if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes beyond the control of Sponsor corrupt the administration, security, or proper play, of the Promotion. In the event of termination, the drawings will be conducted from among all eligible entries received prior to termination. Under no circumstances, including negligence, shall the Sponsor be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the web site, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SPONSOR'S WEB SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. Any attempt by an entrant or other individual to deliberately damage any web site or undermine the legitimate operation of this promotion, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Participant engaging in any of the foregoing activities may be disqualified and will forfeit any prizes won. PLEASE NOTE: If you are entering as an authorized representative of a business or company, it is your sole responsibility to review and understand your employer's policies regarding your eligibility to participate in trade promotions. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee and his/her employer related to participation in this Promotion and/or acceptance of a prize.

APPLICABLE LAWS AND JURISDICTION. This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the Minnesota. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Minnesota. Should there be a conflict between the laws of the Minnesota and any other laws, the conflict will be resolved in favor of the laws of the Minnesota. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

WINNERS LIST OR OFFICIAL RULES REQUEST: For the names of the winners or a copy of the Official Rules (designate which), send a self-addressed stamped envelope in a separate first class stamped envelope to: 3M Driver Appreciation Spotlight Sweepstakes Win List/Rules, 3M Center, Building 220-12E-E03, St. Paul, MN 55144-1000, to be received by August 30, 2020. Winners List can be sent after verification of winners is complete.

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