

# Value: \$1170

Entry Period: Sept 25, 2017 - Oct 31, 2017

Secure your poly strapping / banding to your pallet loads with greater ease and efficiency using a combination tensioner, sealer, and cutter all-in-one tool. Two (2) winners will be lucky enough to keep a Swiss-made OR4000.16 in their warehouse to strap pallet goods faster for shipping!

The more product you ship means the more money you make. Give your shipping department a boost by giving them the power of three tools in one! If you ship products on a pallet, or other heavy applications like lumber, beverage, bricks, or metals and you are still using a collection of tools (a tensioner, sealer, and cutter) that could be lost or broken leaving you unable to deliver your shipment, then it might be time for an upgrade. Enter for your chance to win the durable and reliable OR4000 manual combo tool for poly strapping. Here are just some of this tool's amazing features:

- All-in-one tool does the job of three tools: tensioner, sealer, and cutter.
- The simple operation of this combo tool will save time while adding more reliability to your strapping process.
- Similar strapping process to the 3-piece tool set up:
  - 1) Insert one serrated open seal into the OR4000
  - 2) Feed the poly strapping around your load
  - 3) Load the strapping into the OR4000
  - 4) Tension the poly strapping
  - 5) Press the button on the tensioner lever and continue to ratchet
  - 6) The seal is complete when in tight closed position
  - 7) Squeeze the lever down to cut and release the secured strap.
- The OR4000 can work on both polyester PET and polypropylene PP poly strapping size 5/8" (16mm).

Upgrade your shipping department! Can't wait? Call Vulcan @ 510.887.2495 for tools and strapping.

# **Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS GIVEAWAY. VOID WHERE PROHIBITED. THIS PROMOTION IS NOT ENDORSED OR SPONSORED BY ORGAPACK OR SIGNODE INDUSTRIAL GROUP.

## 1. ELIGIBILITY:

The **Win an Orgapack OR4000.16 Combo Strapping Tool!** Giveaway is open only to persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are a legal resident of one of the 50 United States or the District of Columbia and who are 18 years of age or older. Persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are an employee of Vulcan Incorporated ("Sponsor") or any of Sponsor's parent companies, subsidiaries, affiliates, or advertising or promotion agencies, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Giveaway. Void where prohibited by law.

#### 2. HOW TO ENTER:

- A. The entry period for the Giveaway begins August 21, 2017 at 12:00AM PST and continues through September 30, 2017 11:59PM PST (the "Entry Period"). No purchase is necessary. Any entrant who is under 18 years of age or otherwise under the legal age of majority in the jurisdiction in which the entrant resides (a "Minor") are not eligible. To enter, during the Entry Period, entrants must visit the website located at:
  - a. Vulcan Wire Website <u>www.vulcanwire.com</u>

Visit (the "Website") and follow the on screen entry instructions. Each entrant will be required to fill out an online entry form (which will require the entrant to submit his or her email address, phone number, mailing address, and such other information as Sponsor may require). Each eligible entrant who fully completes the online entry form for the Giveaway on the Website will receive one Giveaway entry. All entries must be completed and received by the Sponsor prior to the conclusion of the Entry Period. Entry times will be determined using the Sponsor's computer. Normal time rates and data charges, if any, charged by the entrant's internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification. Sponsor is not responsible for the content of any material or information that may be presented in the response to a query using the search mechanism on the Website or for the content of any website that any Website user may visit after conducting a search.

B. Bonus Entry: From time to time during the Entry Period, Sponsor will communicate via an ad, email, website post, social media post, SMS text, in a participating publication or via other methods an opportunity to obtain additional entries in the Giveaway (each a "Bonus Offer"). During the Entry Period additional entries ("Bonus Entries") may be obtained by clicking on or following the instructions contained in a Bonus Offer. Each Bonus Offer (up to a maximum of 10 Bonus Entries per Bonus Offer in the Giveaway). Each Bonus Offer will be available for a limited time as specified. YOU MAY ENTER EACH BONUS OFFER ONLY ONE (1) TIME.

## 3. WINNER SELECTION AND NOTIFICATION:

Following the conclusion of the Entry Period 10-31-2017 23:59:00 PST potential winners will be selected in a random drawing conducted by Sponsor or its agent from among all eligible entries received during the Entry Period. The odds of being selected will depend on the number of eligible entries received during the Entry Period. The potential winners will be notified by e-mail (using the e-mail address provided by the potential winners), or using other contact information provided by the potential winners (if any), in Sponsor's discretion, and the potential winners must respond to Sponsor's initial notification attempt within 72 hours. The potential winner is subject to verification of eligibility and may, in Sponsor's discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winners' eligibility and confirmation of the releases and grant of rights set forth in these Official Rules (as applicable, "Winner Verification Documents"), within three days of attempted delivery of same. The potential winners may also in Sponsor's discretion be required to complete and return to Sponsor an IRS Form W-9 within three days of attempted delivery of same. If the potential winner is determined by Sponsor to be a Minor, or if the potential winner cannot be reached or does not respond within 72 hours of the initial notification attempts or fails to complete, sign, and return any required Winner Verification Documents or IRS Form W-9 within three days of attempted delivery of same, or if the potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly selected entrant).

# 4. PRIZE:

The prize consists of Win an Orgapack OR4000.16 Combo Strapping Tool! The approximate value of the prize is \$1170.00 USD. The OR4000.16 works on poly strapping width size 5/8" (16mm) with serrated open seals. All prize details that are not expressly specified in these Official Rules will be determined by Sponsor in its discretion. The prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive the prize is permitted, except in the discretion of Sponsor, which has the right to substitute the prize with a prize or prizes of equal or greater value selected by Sponsor in its discretion. The prize consists only of the item(s) expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prize are the responsibility of the winners. The prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. Al federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS Form 1099 will be issued if required by law. A W9 and Winner Affidavit will be required for payment of cash prizes.

# 5. GRANT OF RIGHTS:

By entering the Giveaway, each entrant irrevocably grants to Sponsor and its parent companies, subsidiaries, affiliates and advertising and promotion agencies, and the successors and assigns and licensees of each of the foregoing (collectively, the "Licensees") the right to use the entrant's name, likeness, voice, biographical information and/or statements attributed to the entrant ("Personality Rights"), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitations via Sponsor's and third-party websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law.

# 6. RELEASE AND LIMITATION OF LIABILITY:

By entering the Giveaway, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Licensees, all other companies involved in the development or operation of the Giveaway, all other companies involved in the provision of the prize, and the directors, officers, employees and agents and contractors of each of the foregoing (collectively, the "Released Parties") from and against any and all claims and causes of action of

any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Giveaway, participating in the Giveaway, the use of the Website, the provision, acceptance or use of the prize or any use of the entrant's Personality Rights as permitted pursuant to these Official Rules, including without limitation any and all claims and causes of action: (a) relating to any personal injury, death, or property damage or loss sustained by any entrant, or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right, (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right, or (d) based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant assumes the risk of, and all liability for, any injury, loss, or damaged caused, or claimed to be caused, by participation in this Giveaway, the use of the Website, or the provision, acceptance or use of the prize. The Released Parties are not responsible for, and will not have any liability in connection with any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Giveaway.

## 7. GENERAL RULES:

Sponsor has the right, I nits sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Giveaway at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct or other cause beyond the control of the Sponsor corrupts the administration, integrity, security or proper operation of the Giveaway or if for any other reason Sponsor is not able to conduct the Giveaway as planned [including without limitation in the even the Giveaway is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order] or in the event of any change to the terms governing the application or interpretation of such terms. In the event of termination of the Giveaway, a notice will be posted on the Website and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disgualify or prohibit from participating in the Giveaway any individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Giveaway by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens, or harasses any other entrant or any representatives of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORHAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATORNEY'S FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disgualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address associated with the entry in question. "Authorized account holder" means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to Sponsor, including, without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with the entry in question. The Giveaway may be presented in conjunction with different offers sponsored or co-sponsored by different organizations. The Giveaway may be presented in different creative presentations by different organizations and under different creative titles. All federal, state and local laws and

regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Giveaway, each entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

# 8. DISPUTES:

By entering the Giveaway, each entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Giveaway or the provision, acceptance and/or use of the prize will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorney's fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the respective rights and obligation of the entrants and Sponsor in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of California. Any legal proceedings arising out this Giveaway or relating to these Official Rules shall be instituted only in the federal or state courts located in Alameda County in the State of California, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating any of the foregoing. In the event of any conflict between these Official Rules and any Giveaway information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

# 9. USE OF INFORMATION:

By entering the Giveaway, each entrant is opting to receive emails from Vulcan Incorporated and Vulcan Wire & Packaging, and may also be used as determined by Sponsor in connection with the administration of the Giveaway (including winner notification and provision of winners names when requested), and for purposes of providing products, services and information (e.g. newsletter) to the entrant.

# **10. WINNER NAMES AND RULES REQUESTS:**

For the names of the winners, available thirty days after the conclusion of the Entry Period, or a copy of these Official Rules, send a self-addressed, stamped envelope to:

Winner List c/o Vulcan Inc. 23445 Foley St. Hayward, CA 94545 USA

Winner names requests must be received by Sponsor within six months after the conclusion of the Entry Period.