InSinkErator[®] 2016 Product Registration Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ELIGIBILITY: The InSinkErator Product Registration Sweepstakes ("Promotion") is open only to legal residents of the fifty (50) United States, the District of Columbia ("U.S."), who are currently physically residing in the U.S. and who are the older of: (a) 18 years of age or (b) the age of majority in his/her state, at time of entry ("entrants"). Employees, officers and directors of Emerson Electric Co. ("Sponsor"), BI WORLDWIDE ("Administrator"), their respective subsidiaries and affiliated companies, agents, advertising/promotion agencies and individuals engaged in the development, production, or distribution of materials for, or implementation of the Promotion (collectively referred to herein as the "Promotion Entities"), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win a prize. Void where prohibited or restricted by law.

By entering the Promotion, each entrant fully and unconditionally agrees to and accepts these Official Rules, the information provided by Sponsor in connection with the Promotion, and the decisions of the Sponsor and Administrator (and their authorized representatives) which are final and binding with respect to all matters pertaining to this Promotion and all elements thereof.

PROMOTION PERIOD: The Promotion begins on or about 7:00 PM Eastern Time ("ET") on or about February 1, 2016 and ends at 6:59 PM ET on January 29, 2017 ("Promotion Period"). This Promotion consists of approx. fifty-two (52) separate Weekly sweepstakes (each a "Sweepstakes"). A Sweepstakes shall begin at 7:00 PM ET on Monday and end at 6:59 PM ET on the immediate following Sunday (the applicable Sweepstakes "Entry Period" and "week"). Each Sweepstakes is hereby deemed an entirely separate sweepstakes within this Promotion; non-winning entries do NOT carry over and are NOT eligible for subsequent Sweepstakes. The clock on the Sponsor's server shall be the official time keeping device for this Promotion. All time referenced in connection with the Promotion is Eastern Time. Entrants are solely responsible for determining the corresponding time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto.

HOW TO ENTER: There are two (2) ways to participate in a Sweepstakes:

Registration Completion: During the Promotion Period, eligible entrants who purchase, or have in the past purchased, an InSinkErator Food Waste Disposer (disposer products only; excludes disposer accessory or other products), and legitimately and in good-faith complete and submit the Product Registration card received with that product will automatically receive one (1) Weekly entry into the applicable Weekly Sweepstakes ("entry"). Only Product Registration cards that reference this Promotion are eligible for entry.

<u>Online entries</u>. Registrations can be completed online at <u>https://register.insinkerator.com/en-us/signup</u> ("Website"), and shall be deemed one entry for the relevant Weekly Sweepstakes for the Entry Period when received. All online entries received after an applicable Entry Period shall be eligible for the Entry Period immediately following, provided that all online entries must be submitted on or before 6:59 PM ET on January 29, 2017.

<u>Mail in entries</u>. Registrations can also be submitted by legibly completing the Registration card included with the product, and sending it via U.S. mail, and such registrations will go into the applicable Weekly Sweepstakes drawing based on the Entry Period for which the mailing is received. All mailed entries must be received on or before January 30, 2017.

Once submitted, Registration may not be modified, deleted or cancelled. Registrations become the property of Sponsor and will not be returned.

By Mail Without a Registration or Purchase: To enter without completing a Product Registration, legibly hand-print name, address (no PO boxes), phone, and email address on a 3"x5" card, and mail in a first-class U.S. stamped envelope to: InSinkErator Weekly Registration Sweepstakes, 7630 Bush Lake Rd, Bldg 4, Minneapolis, MN 55439. Mail-in entries must be postmarked no later than 1/30/17, for receipt by 2/7/17. Mail-in entries (without a product registration) will go into the applicable Weekly Sweepstakes drawing based on the Entry Period for which the mailing is postmarked.

Limit one (1) entry per person/household address per week regardless of entry method used. Any non-compliant, incomplete, ineligible, or illegible entries are void. Entries become the property of Sponsor and will not be returned. Entrants may not enter through a sweepstakes club (or similar method), with multiple or false identities, e-mail and/or phone numbers, nor shall entrants use any other device or artifice to enter. Any suspected or actual use of artifice, cheating, fraud, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, script, programmed or like methods as determined in Sponsor's sole and absolute discretion, will void all such entries by such methods, and disqualify any entrant suspected of using/benefitting from such methods. Without limiting the foregoing, Sponsor has the right to verify entrants' eligibility and compliance with these Official Rules, and on the basis of its investigation, to disqualify any entrant at any time during or after the Promotion Period (and require immediate prize return if applicable). Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, delayed, destroyed, damaged, postage due, or misdirected entries (in whole or in part).

RANDOM DRAWINGS/ODDS: One (1) potential Weekly Prize winner will be randomly selected from among all eligible entries received during the applicable Entry Period for a Sweepstakes. Each drawing shall be conducted by the Administrator in Minneapolis, MN on or within approx. thirty (30) business days after the last day of each Entry Period. Potential winners will be notified by email, mail and/or phone (in Administrator's discretion) on or about five (5) business days after a drawing. Odds of winning

depend on the number of eligible entries received for each Sweepstakes. Entries will not be carried forward to or be eligible for subsequent drawings.

Potential winners may be required to complete, sign, have witnessed and return a Declaration of Eligibility, Liability and, where lawful, Publicity Release within the time specified by Administrator, or else the prize will be forfeited and an alternate potential winner may in Sponsor's discretion be selected for the applicable Sweepstakes.

PRIZES/ODDS: Weekly Prizes (52 total; 1 per Week) available to be awarded as follows:

Weeks 1 – 26 (26 prizes total): A \$100 Visa[®] promotional e-gift card. Gift card is subject to the terms and conditions of issuer. If lost, damaged, stolen, destroyed or misplaced, gift card will not be replaced by Sponsor.

Weeks 27 – 52 (26 prizes total): Winner's choice of select InSinkErator Involve Series faucet products featured on Sponsor's online shop (http://shop.InSinkErator.com) to be awarded as an e-coupon code valued up to \$554. Approx. Retail Value ("ARV"): \$554; however, any difference in actual value of facet product selected by a winner, and the e-coupon code will not be awarded. Coupon code must be redeemed in a single transaction; in no event will any balance carry over on the coupon, if a winner selects a faucet with an actual value below \$554. Sponsor will also cover all shipping costs, but winners are solely responsible for taxes, product installation, upgrades, overages, extras and all costs relating thereto. Coupon code may also be subject to additional terms and conditions of issuer. If lost, damaged, stolen, destroyed or misplaced, coupon will not be replaced by Sponsor.

Limit one (1) prize per person/household address during the entire Promotion Period.

Prizes cannot be assigned, transferred, or substituted, in whole or in part, except by Sponsor who may, at its sole discretion, substitute a prize or any element thereof, with a prize of equal or greater value. Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of the winners; winners are advised to seek independent counsel regarding tax implications of their prize winning. Only the number of prizes stated in these Official Rules is available to be won.

LIMITATIONS OF LIABILITY: BY PARTICIPATING, ENTRANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, OTHER PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, PARTICIPATION IN THE PROMOTION, AND/OR PARTICIPATION IN PRIZE RELATED ACTIVITIES (OF WHATEVER NATURE), AND ACCESS/USE OF ALL WEBSITES. By entering and/or accepting a prize, entrants and any winner covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision or other Promotion Entity. Any invalid, illegal or unenforceable provision shall be deemed severed from these Official Rules only to the extent of its invalidity, illegality or unenforceability, and these Official Rules shall be construed and enforced as if they did not contain the stricken provision.

In no event will the Released Parties be responsible or liable for any indirect, incidental, consequential or punitive damages arising out of this Promotion, participation in a Sweepstakes and/or prize related activities, the use or misuse of a prize or any element thereof, or access to, and use of any participating Website(s) or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing, everything on the Website is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

By entering and/or accepting a prize, entrants and any winners hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice (personal attributes), Registration (and all content therein) as well as any statements made by entrant or winner regarding the Promotion or Sponsor, for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

In the event of noncompliance, if an entrant is or becomes noncompliant or ineligible during or after the Promotion Period, or a potential winner fails to respond within the time specified, or cannot be reached within two separate attempts using the contact information (in Sponsor's discretion) provided on the entry, that prize will be forfeited in its entirety and an alternate potential winner may be selected, in Sponsor's discretion. If an alternate winner for any prize/level cannot be confirmed by two separate attempts the prize will not be awarded. Prize or prize notifications that are unclaimed, returned, undeliverable, or otherwise, will be forfeited and will not be awarded or re-awarded.

GENERAL CONDITIONS: Neither Sponsor nor its agencies are responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered entries, mail or e-mail, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information, nor for the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or Website, as solely determined by the Sponsor, will be disgualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion or downloading materials from or use of the Website. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, participation, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, a Sweepstakes or any element thereof and select a winner from eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction to, or unauthorized use of the Website. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses or phone numbers. If there still remains a dispute, the entry will be deemed to be submitted by the primary individual associated with the account used at the time of entry. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, Promotion materials, product packaging inserts, Registration cards, announcements, and/or any other information (in any and all media/medium) relating to this Promotion, or any element thereof these Official Rules shall govern.

Promotion Entities shall not be liable to entrants, a winner or any other person or entity for failure to execute a Sweepstakes or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not

the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control. Promotion is subject to change without notification in Sponsor's sole discretion.

DISPUTES: Entrants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by the Federal, state, and local authorities. As a condition of participating in this Promotion, entrants agree that any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Promotion or any element thereof shall be governed by the laws of the State of Missouri. All disputes arising out of or connected with this Promotion, exclusively by a state or federal court located in the judicial district encompassing St. Louis, MO. Should there be a conflict between the laws of the State of Missouri and any other laws, the conflict will be resolved in favor of the laws of the State of Missouri.

PRIVACY POLICY: For information about how the Sponsor uses personal information collected in connection with this Promotion, please see its privacy policy, located at <u>http://www.emerson.com/en-US/Pages/Privacy-Policy.aspx</u>.

WINNERS LIST: To request a list of winners, mail a U.S. sufficiently self-addressed, stamped envelope to be received by 2/25/17 to: InSinkErator Product Registration Winners List, PO Box 390347, Minneapolis, MN 55440. List will be sent at the conclusion of the Promotion, or, for winner lists for one or more particular Entry week, after the drawing has been conducted and a winner is confirmed for such particular Entry week.

SPONSOR: Emerson Electric Co., 8000 West Florissant Avenue, St. Louis, MO 63136