**MD&M MINNEAPOLIS 3D PRINTER 2023 SWEEPSTAKES**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES**

**A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING**

1. Sweepstakes Timing: The MD&M Minneapolis 3D Printer 2023 Sweepstakes (the “Sweepstakes”) begins 12:00:01 a.m. Central Time (“CT”) on October 3, 2023 and ends at 11:59:59 p.m. CT on October 11, 2023 (the “Sweepstakes Period”).

2. Eligibility: The Sweepstakes is open only to legal residents of the 50 states of the United States and the District of Columbia, who are 18 years of age or older as of the last day of the month prior to date of entry. Employees of Marshall Manufacturing Co. (the “Sponsor”), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void where prohibited by law. All federal, state, and local laws and regulations apply.

3. HOW TO ENTER THE SWEEPSTAKES: There is NO PURCHASE NECESSARY to participate in the Sweepstakes. A purchase does not increase your chances of winning.

a.) Enter by completing an official entry form available at Sponsor’s booth (#2508) during exhibit hours at MD&M Minneapolis. MD&M Minneapolis takes place October 10-11, 2023.

b) Enter by email: During the Sweepstakes Period, you may enter by sending an email to [info@marshallmfg.com](mailto:info@marshallmfg.com) The email must include your first and last name, mailing address and month and year of birth to be entered.

Regardless of entry method, maximum of one entry per person per day.

All entries must be received by the end date and time of the Sweepstakes Period in order to be eligible for drawing. Any attempt by any entrant to enter by using multiple/different email addresses, mailing addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated or computer system to participate online is prohibited and will result in disqualification. Normal Internet/phone access and data/usage charges imposed by your online/phone service may apply.

4. Random Drawing: One (1) winner will be selected in a random drawing on or about October 12, 2023 from among all eligible entries received during the Sweepstakes Period. Odds of winning are dependent upon the total number of eligible entries received.

5. Winner Notification: The potential winner will be required to sign and return a Declaration of Eligibility and Liability Release and except where prohibited, publicity release (“Declaration”) within three (3) days of notification in order to be confirmed as a winner. If a potential winner fails to return the completed Declaration within three (3) days, Declaration is returned as undeliverable, entrant shall be deemed to be ineligible, the prize will be forfeited and an alternate potential winner will be selected. Declaration will be sent via email. Return of any prize notification as undeliverable may result in disqualification and alternate selection.

6. Prize and Approximate Retail Value (“ARV”): One (1) Prize: An Ender-3 Max Neo 3D Printer. The ARV of this prize is $349. No transfer, substitution or cash equivalent for prize will be permitted, except at the sole discretion of the Sponsor and in such circumstance, an alternate prize (or portion of prize) of equal value (as determined solely by Sponsor) will be awarded and the Sponsor’s obligation to the winner will be fulfilled, and no other additional compensation will be provided. Actual value of prize may vary based on local market conditions. Winner will not receive difference between actual and approximate retail value. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winner’s name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. All taxes related to the prize are the sole responsibility of the winner. Acceptance of prize shall constitute winner’s agreement and consent to Sponsor and its designees’ use of winner’s name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes (collectively, the "Attributes"), for promotional, advertising or other purposes, in any manner perpetually, worldwide, royalty free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases the Sponsor from all claims arising out of the use of such Attributes.

7.

7. General Rules: By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Winning a prize is contingent upon fulfilling all requirements set forth herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entries become the property of the Sponsor and none will be acknowledged or returned. The Sponsor accepts no liability for printing errors on material(s) distributed for this Sweepstakes nor will any responsibility be taken for lost or late entries or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the website or the Sweepstakes or by any human error which may occur in the processing of the entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the website or Sweepstakes. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Winners may be required to show proof of being the authorized account holder of the email address provided at time of entry. Proof of entering information via the website does not constitute proof of delivery or receipt of such information. Sponsor is not responsible for the failure of any entry to be received by Sponsor on account of technical problems or congestion on the internet or at any website. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or website may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes or website, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes, in whole or in part, a notice will be posted online and random drawings to award the prizes will be conducted from among all eligible entries received for the Sweepstakes Period prior to cancellation. Sponsor reserves the right to modify the Sweepstakes or disqualify entrant if fraud, misconduct or technical failures destroy the integrity to the Sweepstakes as determined by the Sponsor, in its sole discretion.

8. Governing Law: The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Minnesota, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Minnesota and agree that any dispute shall be brought in the state or federal courts in Minnesota. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Minnesota; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney’s fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

9. Winner: To receive a Winner List by email, send an email to: [info@marshallmfg.com](mailto:info@marshallmfg.com) with MD&M Minneapolis 3D Printer 2023 Sweepstakes as the subject line. Requests must be received by December 31, 2023

10. Sponsor/Administrator: The Sponsor of the Sweepstakes is Marshall Manufacturing Co., 3820 Chandler Drive, Minneapolis, Minnesota 55421.