

Work Place Hero Contest Rules

Beginning on Monday, July 10th at midnight, SR Max will be launching its #workplaceherocontest on social media. Want to enter? Simply take a picture or create an approximately 30 second long video showing us what makes you a Workplace Hero.

Your photographs and videos will then be judged by the SR Max owners in a confidential vote, winners will receive a \$300, \$100, and \$50 based upon place rank.

General Rules and Guidelines:

- SCHEDULE OF THE PROMOTION: Contest begins Monday, July 10th, and ends Monday, August 21st. The votes will be calculated and the winners will be announced on Monday, August 31st.
- HOW TO PARTICIPATE: You must post a photo showing us what makes you a Workplace Hero. This can be as funny or serious as you like. Post your photo/video on your personal Instagram or Facebook account. Share by Monday, August 21st with the hashtag #workplaceherocontest and for a chance to win a \$300, \$100, or \$50 Amazon gift card. All Participants must strictly comply with these Contest Rules. Limit one (1) entry per person and the use of any agencies or automated software to submit entries will void all entries submitted by that person.
- ELIGIBILITY: To be eligible to enter, participants must be 18 years of age or older on the start date. Employees of the sponsor and its respective parents, subsidiaries, affiliates and the immediate family members of such employees and any persons living in the same household as such employees (whether related or not) are not eligible to participate in the Promotion.
- PRIZES: There shall be a total of three (3) winners. The Prize shall be delivered to the Winning Participant subject to availability.
- CONDITIONS:
Participants agree to the following:
 - (a) these Contest Rules, which are final and binding in all respects.
 - (b) an unclaimed Prize shall be forfeited.
 - (c) by submitting a photo or video, you are giving us the right to use your image on our internal database.
- CRITERIA:
 - All submissions must be work-appropriate
 - Submissions must be accompanied by a **brief** written explanation of how the image represents that you're a Workplace Hero.
 - Submissions must use the hashtag #workplaceherocontest order to be considered
 - Video Submissions must be no longer than 30 seconds in length
 - Images must be taken at place of employment
- YOUR ENTRY WILL BE JUDGED BASED ON:
 - Originality
 - Creativity
 - Humor
 - Relevance to the topic

Official Term and Conditions of Participation for SR Max "Workplace Hero" Social Media Contest

1. **ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.** Subject to the terms and conditions set forth herein, SR Max Workplace Hero Social Media Contest (the "Contest") is open to legal residents of the United States who are at least 18 years of age (or older, if the age of majority exceeds 18 in the jurisdiction from which an Entrant enters the Contest) at the time of entry. Officers, directors, shareholders, employees, and their immediate family members and members of the same household of such employees (whether or not related to the employee), of Saf-Gard Safety Shoe Co. d/b/a SR Max Slip Resistant Shoes ("Sponsor") or of Sponsor's parent, affiliated, or subsidiary companies are ineligible to participate. (Sponsor and its affiliated, parent, and subsidiary companies and each of their respective shareholders, directors, officers, employees, members, successors, agents and assigns are referred to collectively herein as the "Released Parties".) The Contest is governed by U.S. and North Carolina law, is subject to these official terms and conditions (the "Rules") all applicable federal, state and local laws and regulations, and is void where prohibited. By entering the Contest, each participant represents and warrants to the Sponsor that he or she meets all of the eligibility criteria set forth herein. The Sponsor may reject any Entry at any time if it determines or suspects, in its sole and absolute discretion, that a participant may be ineligible or may otherwise be in violation of applicable law or these Contest Rules. Failure to agree to and abide by these Rules renders you ineligible to participate. Limit one (1) Entry per person.
2. **HOW TO ENTER:** Limit one (1) Entry per person. Multiple Entries submitted by one person will void all Entries submitted by such person if detected by Sponsor. The Entry period begins July 10, 2017, and all Entries must be complete and posted by 11:59 p.m. (Eastern Time) August 21, 2017. To enter, participants must post/share an image or video to their personal Instagram or Facebook account, with the hashtag #workplaceherocontest (or #WorkplaceHeroContest), and with a brief description of how the image represents you as a Workplace Hero. Each image or video posted/shared together with the required hashtag is an Entry. Videos should be approximately 30 seconds (or less) in duration. Your image or video should capture and show us what makes you a Workplace Hero. Your image or video must be workplace-appropriate and must show you engaged in employment activity.
3. **FILE FORMAT REQUIREMENTS/INTELLECTUAL PROPERTY GUIDELINE REQUIREMENTS:** Each Entry must be original, and it cannot infringe upon any patent, trademark, copyright, trade secret, privacy or any other right, intellectual property or otherwise, of any third party. By posting an Entry, each Entrant warrants that he or she has all rights to transmit and, to the extent necessary, transfer all rights in and to all material posted, including, without limitation, the image or video comprising the Entry. Sponsor reserves the right to disqualify any Entry that infringes or appears, in Sponsor's sole discretion, to infringe another party's intellectual property rights (or any other rights), or is lewd or indecent, or that contains expressions of hate, malice, racism, misogyny, or is otherwise offensive, distasteful, or inappropriate in Sponsor's sole and unfettered discretion. Entrants must take all due care to ensure that their Entries are not in any way similar to existing copyrighted or trademarked images or designs and otherwise conform to the Intellectual Property Guideline Requirements set out in these Rules. Entrants may post/share their image or video using any file format that is consistent with the requirements of, and results in viewability of the Entry on, Instagram or Facebook, as applicable.
4. **IRREVOCABLE LICENSE:** All Entries shall be the exclusive property of the Entrant, and by posting an Entry, the Entrant irrevocably grants a license to the Released Parties and agrees to execute and deliver to Sponsor or any Released Party any additional documents Sponsor or such Released Party desires to effectuate and confirm the same. The license granted by the Entrant shall, without limitation, confer upon Sponsor and Released Parties, the exclusive rights, in Sponsor's sole discretion, without obligation (except as specifically provided in these Official Rules), throughout the universe, and in perpetuity, to use, copy, print, display, reproduce, modify, publish, post, transmit, and distribute the Entry and any material included in the Entry in, on, or through all public and private media (including, without limitation, the Internet, television, radio, print, and mobile communications).
5. **SELECTION OF WINNERS:** Following the end of the Entry period, a panel of judges (the "Judges") appointed by Sponsor will review and evaluate the Entries, and the Entries receiving the top three (3) scores from the Judges will be the winners. Sponsor and Judges reserve the right to select fewer than three winners in their sole discretion. Judges will evaluate Entries on the basis of originality, creativity, humor, and relevance to the Workplace Hero theme. The Entry with the most points assigned by the Judges will be

identified as the First Prize Winner, the Entry with the second most points assigned by the Judges will be identified as the Second Prize Winner, and the Entry with the third most points assigned by the Judges will be identified as the Third Prize Winner. In the event of a tie, the tie will be broken by random drawing by the Judges between or among the tied Entries. Following identification of the winners, the Sponsor will notify winners by direct message on either the Facebook or Instagram social media platform. If Sponsor does not receive a response from a winner within ten (10) business days from the first contact attempt, or if the winner has not complied or does not comply with these Contest Rules, then such person may be disqualified and an alternate winner may be identified in accordance with these Contest Rules as determined in Sponsor's sole discretion.

6. PRIZES: A maximum of three (3) prizes will be offered and awarded. First Prize is a \$300 (three hundred dollar) Amazon gift card. Second Prize is a \$100 (one hundred dollar) Amazon gift card. Third Prize is a \$50 (fifty dollar) Amazon gift card. Prizes are non-transferable and cannot be substituted by the prize recipient. Sponsor may substitute a prize of equal or greater value in its sole discretion if the scheduled prize becomes unavailable. Each respective prize recipient is solely responsible for all federal, state and local taxes associated with the acceptance of the prize. Unclaimed or rejected prizes will not be awarded. Because the winners will not be determined by random selection, there are no "odds of winning"; instead, the winners will be selected based on the criteria and process described above.

7. PRIZE REDEMPTION: Sponsor will notify the three prize recipients using direct messaging on Facebook or Instagram, as applicable. Winners and information provided by the winners are subject to verification at the sole discretion of the Sponsor. Unless otherwise agreed by the Sponsor, prizes will be sent to the respective prize recipient via postal mail or other delivery agent or service. Winners must timely provide Sponsor with all requested delivery information. The Released Parties are not responsible for lost, late, stolen, misdirected, delayed or damaged prizes. The respective intended prize recipient shall bear all risk of loss or damage to his/her prize after it has been directed to such intended recipient via postal mail or other delivery agent or service. Sponsor will initiate delivery of prizes within thirty (30) days after the date on which Judges determine the winners.

8. PUBLICITY RELEASE. Except where prohibited, entry in the Contest constitutes each Entrant's authorization for and consent to Sponsor and the Released Parties and their respective agents and licensees to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any public or private media (including without limitation, the Internet, television, radio, or print), each participant's name, city, photograph, likeness, biographical material, voice, image, and/or Entry each in perpetuity without further compensation, credit or right of review or approval. By accepting a Prize, the respective winner consents to and authorizes Sponsor and Released Parties to use the winner's name, city, photograph, likeness, biographical material, voice, image, and/or Entry, statements concerning the Contest Entry or the Sponsor's products without compensation for purposes of advertising, promotion, and merchandising, and grant all rights to Sponsor, Released Parties, their agents, licensees, and delegees, to edit or modify and to publish and copyright it. Each Released Party will have the right to use and permit others to use the winner's name, city, photograph, likeness, biographical material, voice, image, and/or Entry for exploitation in any form or manner, in the Released Party's or its agent's or delegee's sole discretion.

9. TERMS AND CONDITIONS; LIMITATION OF LIABILITY: Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Rules, and by entering, participants agree to be bound to these Rules. Any attempt by an Entrant or other party to tamper with the proper administration of the Contest will disqualify the Entrant and may result in civil or criminal action against the Entrant or other party and may result in the discontinuation, suspension, or cancellation of the Contest. WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF ANY PRIZE, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE/MISUSE OF ANY PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY. Released Parties are not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Contest or in the announcement of prizes or winners. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Rules. All decisions of Sponsor are final and discretionary. In the event the selected prize recipients are/is ineligible or refuse(s) a prize, the prize will be forfeited and Sponsor, in its sole discretion, may, time permitting, select alternate prize

recipients from remaining Entries, or may elect not to award such prize, where permitted. For prizes valued at \$600 or greater, prize recipient must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with prizes are the responsibility of the prize recipients. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO CERTAIN PROVISIONS IN THESE RULES MAY NOT APPLY TO YOU.

10. **DISCLAIMER/INTERNET:** If, for any reason, the Contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Contest, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the Entry process, and/or cancel, terminate, modify or suspend the Contest, in which case Sponsor reserves the right to select winners from eligible Entries received as of the termination date. Sponsor may prohibit an Entrant from participating in the Contest if it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other Entrants. Caution: Any attempt by a participant to deliberately damage any website or platform or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Released Parties (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; (ii) are not responsible for any problems or technical malfunction of any network or lines, computer systems, servers, or provider, computer or other equipment, software, failure of any Entry information to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website or on any platform; (iii) are not responsible for any late, misdirected, delayed, incomplete, illegible, lost, garbled, unposted, misdelivered Entries, irrespective of the submission method selected by the participant, or (iv) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

11. **ARBITRATION/CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THIS CONTEST, SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN EFFECTIVE, AND ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of Entrants and Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of North Carolina or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than North Carolina. Arbitration in Guilford County, North Carolina, shall be the exclusive forum and venue for any dispute relating to these Rules and for this Contest. If arbitration is prohibited, then and in such event, the courts of North Carolina in Guilford County shall be the exclusive forum for any dispute relating to these Rules and/or this Contest. All participants, Entrants, and prize recipients agree, by their participation in the Contest, to submit to the personal jurisdiction of the courts of North Carolina in Guilford County. The invalidity or unenforceability of any provision of these Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these official rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Notwithstanding the foregoing, in the event that any release in these Rules is determined by a court of competent jurisdiction to be invalid or void for any reason, the Entrant agrees that, by entering the Contest, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys fees; and (c) under no circumstances will any Entrant, including the winners, be permitted to obtain any award for, and each Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

12. WINNERS LIST: For a list of the winners, please check Sponsor's page on Facebook (www.facebook.com/) or send a self-addressed stamped envelope to Saf-Gard Safety Shoe Co., Attn: Workplace Hero Contest Winners List, 119 East Lewis Street, Greensboro, NC 27406. Winners List requests must be received by Sponsor by October 31, 2017. Washington and Vermont residents may omit return postage.