

# PROMOTIONAL LANGUAGE

## **#BernZoneContest**

*What can you create when you're in the #BernZone? Bernzomatic wants to see your skills! Share a photo of a project using any Bernzomatic torch and use the hashtags #BernZone and #BernZoneContest for a chance to win monthly BernZone swag and a \$500 Home Depot gift card!*

## **#BERNZONECONTEST "OFFICIAL RULES"**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

**"SPONSOR":** Worthington Industries, Inc. (Bernzomatic)  
200 W Old Wilson Bridge Rd.  
Worthington, OH 43085

**ENTRY:** There are two ways to enter the #BernZoneContest (the "Contest"): 1) participants can visit [Bernzomatic.com/Projects/Contest](http://Bernzomatic.com/Projects/Contest) and submit a photo of their Bernzomatic project on the contest page or 2) Instagram and Twitter users can share a photo of a project using any Bernzomatic torch and use the hashtags **#BernZone** and **#BernZoneContest**. Entries must be submitted between 12 a.m. ET on the first of each month to 11:59 p.m. on the last day of each month for the monthly prize, and each quarter, from 12 a.m. ET on the first day of each quarter to 11:59 p.m. on the last day of each quarter for a quarterly grand prize, starting March 1, 2019 (Q1 2019, which will begin March 1, 2019 and end on March 31, 2019). Each entry will be considered for both the monthly and quarterly prizes. The contest will end on December 31, 2019, unless otherwise stated by Bernzomatic.

**AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

**ELIGIBILITY:** This contest is open only to legal residents of the U.S. over the age of 18. Employees of Worthington Industries, Inc. and their immediate family members (including spouse, parents, siblings, and children) are not eligible. This contest is void where prohibited.

**CONTEST JUDGING CRITERIA:** Entries will be judged based on the following criteria: (1) creativity of project; (2) quality of project; (3) and use of Bernzomatic product. Judging will be conducted by a panel of three (3) Worthington Industries, Inc. employees to be selected by Sponsor in its sole discretion (the "Panel"). The Panel will evaluate all valid entries and select the winners from all eligible entries.

**WINNER SELECTION & NOTIFICATION:** The Panel will select one (1) winner each month (the “Monthly Prize Winner”). Additionally, one (1) prize winner will be chosen by the Panel each quarter (Q1: March, Q2: April – June, Q3: July – Sept., Q4: Oct. – Dec.)(the “Quarterly Prize Winner”). Therefore, in the months ending a quarter (e.g., June) the panel will select both the Quarterly Prize Winner and the Monthly Prize Winner. In months not ending a quarter, only the one (1) Monthly Prize Winner will be selected.

The potential winners will be contacted by Bernzomatic via the platform of entry, via email from the website submission or via Instagram, by 8 p.m. ET on the second business day of the month following each contest, starting Monday, Tuesday, April 2, 2019. Inability to contact with the winners within 48 hours of Bernzomatic’s first attempt will result in disqualification and selection of an alternate winner.

**PRIZE:** Monthly Prize Winners will receive Bernzomatic merchandise valued at \$100. Quarterly Prize Winners will receive a \$500 Home Depot gift card. (Home Depot is not a sponsoring partner of this contest.) The total prize value will not exceed \$600 in any given month. The winner is responsible for all applicable local, state and federal taxes. Odds of winning depend on the number of eligible entries received.

**GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive, unethical or unsportsmanlike manner. Sponsor’s failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Contest is subject to all federal, state, and local laws and regulations and is void where prohibited.

By entering, each entrant warrants and represents the following with respect to their entry: (a) entrant is the sole and exclusive owner of the entirety of the content within the entry; (b) the entry is entrant’s own creation and is 100% original; (c) the entry will not infringe on the rights of any third party; and (d) any third party whose person or property appears in the entry has given entrant written consent (which shall be provided to Sponsor upon request thereof) for such person or property to be filmed and used as permitted herein.

**RELEASE AND LIMITATION OF LIABILITY:** By entering the Contest, you agree to release and hold harmless Sponsor, its respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors; (c)

printing errors; (d) late or undelivered mail, communications, or notice; (e) errors in the administration of the Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys' fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**SPONSOR'S USE OF ENTRIES:** Submitting an entry, submitting photos/videos and participating in the Contest constitutes entrant's (a) consent to grant Sponsor, its affiliates and its respective successors, assigns, and licensees, a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, unrestricted and transferable license to use edit, alter, copy, reproduce, modify, disclose, publish, remove, create derivative works from, distribute, exhibit, display or otherwise exploit the entry in whole or in part, and to incorporate it into other works, in any form, in any and all media or technology now known or later developed, for any purpose whatsoever including, without limitation, use for any advertising or promotional purposes, without additional compensation or notification to entrant; and (b) release of Sponsor and any entity acting on behalf of Sponsor from any and all claims relating to the use of entrant's entry.

**DISPUTES:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Columbus, Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ohio.

**WINNERS LIST:** To obtain a list of winners, send a self-addressed, stamped envelope by January 30, 2020 to Worthington Industries, Inc. (Bernzomatic), 200 W Old Wilson Bridge Rd. Worthington, OH 43085; ATTN: BERNZONE CONTEST LEGAL.