

Englert Inc.'s 50th Anniversary Sweepstakes

Official Rules

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THIS PROMOTION AND YOU DO NOT HAVE TO SUBMIT TO A SALES PRESENTATION. VOID WHERE PROHIBITED BY LAW, RULE, OR REGULATION. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING WITH A PROMOTION ENTRY.

1. Englert, Inc. ("Sponsor") will award one (1) Grand Prize during the prize period. The prize period begins October 1, 2015 and ends February 19, 2016. Sponsor's computer shall be the official time-keeping device for this promotion. The random drawing shall be conducted within fifteen (15) days after the end of the prize period. The grand prize winner will be determined from a random drawing of all entries received prior to the applicable prize drawing. The odds of winning the grand prize is determined by the number of entries received prior to the time of the applicable prize drawing. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate this promotion without notice at any time. No more than one (1) entry per person is allowed during the prize period. This promotion may be conducted in conjunction with other Sponsor promotions.
2. The grand prize winner will be notified by e-mail or by telephone within three (3) business days of the drawing in which the grand prize winner is selected. Sponsor shall make three (3) attempts to notify the grand prize winner in this manner. If the grand prize winner has not been contacted and notified after these three (3) attempts, then Sponsor will send a fourth and final notification attempt via certified mail, return receipt requested, to the address of the grand prize winner indicated on the winning entry within fourteen (14) days of the drawing. If the grand prize winner does not contact Sponsor within seven (7) days following the date of mailing of the certified letter, it will be deemed that the grand prize winner cannot be contacted and will thus result in disqualification of the grand prize winner and forfeiture of the prize and selection of an alternate grand prize winner. The return of the certified mail prize notification as undeliverable will also result in the grand prize winner's disqualification and forfeiture of the prize and selection of an alternate grand prize winner. Any alternate grand prize winner will be selected within three (3) business days of a winner's disqualification pursuant to the selection and notification process set out herein. Only grand prize winners will receive notification. All prizes will be awarded.
3. Entrants may enter this promotion by (a) visiting Sponsor's Facebook® page and completing an online entry form, (b) completing an entry form at a tradeshow attended by Sponsor and returning it to the onsite drop box, or (b) printing the entrant's name and complete address on a 3" x 5" card, writing the words "Englert Inc.'s 50th Anniversary Sweepstakes" at the top, and mailing the card to Sponsor at its address below. Mailed entries must be actually received by Sponsor five (5) days prior to the applicable prize drawing. Sponsor is not responsible for any illegible, misplaced, damaged, or late entries. Entries that are lost, late, illegible, or incomplete for any reason will not be eligible. Sponsor reserves the right to modify or terminate this promotion at any time or disqualify any entry in good faith. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
4. Promotion entrants must be twenty one (21) years of age or older as of the time of entering this promotion. Employees, officers, and directors of Sponsor, its affiliates, subsidiaries, co-branded partners, consultants, contractors, advertising, public relations, promotion, fulfillment and marketing agencies, and their immediate families (and those living in their same households) are not eligible to participate in this promotion.
5. The grand prize winner will be awarded one (1) of the following machines as selected by the grand prize winner: MetalMan 650 5"/6" Combo Seamless Gutter Machine, MetalMan Fixed Panel FP1300/16, MetalMan Fixed Panel FP1500/16, or MetalMan Fixed Panel FP1101/16. If the grand prize winner has purchased any of the above machines from Sponsor between the time the grand prize winner entered this promotion and the date of the random drawing, the grand prize winner may alternatively elect to receive a full refund of the cost of the machine previously purchased from Sponsor and a \$5,000 credit toward the purchase of additional products of Sponsor. The maximum retail value of a prize is \$20,000. Any costs in excess of the stated maximum retail value for a prize shall be the sole and exclusive responsibility of the grand prize winner. All expenses not specifically provided for are the sole responsibility of the grand prize winner. All dollars are expressed in U.S. currency. No transfers, substitution in prizes, or cash will be allowed except by Sponsor, who may substitute a prize of equal or greater value in its sole and absolute discretion. Upon awarding of a prize, the grand prize winner assumes full ownership and responsibility for the prize. Liability for any applicable taxes, including all federal, state, and local taxes and/or other fees that may apply to prizes are the sole responsibility of the

grand prize winner. Any required tax reporting forms will be furnished to the Internal Revenue Service and state tax agencies.

6. To qualify to receive the grand prize, the grand prize winner must comply with all Official Rules instructions and requirements, including the completion of an Affidavit of Eligibility and Liability/Publicity Release, and the return of it to Sponsor within fourteen (14) days, as well as have met all of the eligibility requirements set forth within these Official Rules; otherwise the grand prize winner will be disqualified and the prize will be forfeited and an alternative grand prize winner will be selected. Acceptance or use of a prize constitutes permission for Sponsor and its affiliates to use the recipient's name and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.
7. By participating in this promotion, each entrant agrees to release, discharge, and hold harmless Facebook and Sponsor, its affiliates, co-branded partners, subsidiaries, retailers, agencies, and their respective officers, directors, employees, and agents, from any damages that may arise out of participation in this promotion in any way or out of the acceptance, use, misuse, or possession of a prize. By entering into this promotion, each entrant agrees that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this promotion, including the validity or enforceability of this arbitration provision, shall be subject to binding arbitration to be determined by one (1) arbitrator, in accordance with and pursuant to the then prevailing Consumer Arbitration Rules of the American Arbitration Association ("AAA"), to be held and arbitrated in the judicial district in which the entrant lives at the time of his or her entering into this promotion. Each entrant agrees that he or she will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties. Each party shall be responsible for its own fees and costs. This agreement to arbitrate, and any award or verdict will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration will be filed by the party asserting the Claim with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding and any award or verdict shall remain confidential between the parties and shall not be made public.
8. For a prize winners' list, mail a self-addressed, stamped envelope within thirty (30) days following a prize period, including a request for the prize winners' names, to "Englert Inc.'s 50th Anniversary Sweepstakes" at 1200 Amboy Ave., Perth Amboy, New Jersey 08861. To stop the mailing of future sweepstakes-related materials from Englert, Inc., please send a written request to 1200 Amboy Ave., Perth Amboy, New Jersey 08861. This promotion is conducted in English (which will be given its everyday ordinary meaning). This promotion is governed by the laws of the United States of America with venue in Middlesex County, New Jersey, United States of America.