

## **Fresh Kitchen Giveaway Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING.** The Fresh Kitchen Giveaway (“Sweepstakes”) begins at 12:00:00 a.m. Central Time (“CT”) on January 6, 2017 and ends at 11:59:59 p.m. CT on May 1, 2017 (the “Sweepstakes Period”). This Sweepstakes is sponsored by Emerson Electric Co. (“Sponsor”).

**1. ELIGIBILITY: OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER, AT TIME OF ENTRY.** Employees of Sponsor, LPK, Inc. (“Administrator”), Promotion Activators Management, LLC and their respective parents, subsidiaries, affiliates, retailers, representatives, divisions, suppliers, and advertising and promotion agencies and their immediate families and those living in the same household of each, whether related or not, are not eligible to enter or to win the Sweepstakes. For purposes of these rules, “immediate families” means spouses, parents or legal guardians, siblings, children, step-parents, step siblings, step-children, and the spouses of each of the foregoing. Void where prohibited.

**2. HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes during the Sweepstakes Period: **(1) ENTER AT KBIS 2017:** To enter, visit the InSinkErator booth (#W1901) at the KBIS 2017 show in Orlando, FL. Booth will be open from 9:00 a.m. Eastern Time (“ET”) to 5:00 p.m. ET, January 10 – January 12, 2017. Entry postcards will be made available at the booth (while supplies last) and may be completed and deposited in the entry box provided. Or, you may complete and deposit the detachable entry form from your registration packet. All such entries must be deposited in the entry box at the booth by 5:00 p.m. ET on January 12, 2017. **(2) ENTER ONLINE:** Go to [www.insinkerator.com/freshkitchen](http://www.insinkerator.com/freshkitchen) (“Website”) during the Sweepstakes Period and follow the onscreen instructions to enter the Sweepstakes. Online entries must be received by 11:59:59 p.m. CT on May 1, 2017. Limit one (1) entry per person/household for the entire Sweepstakes Period regardless of method of entry. No robotic, programmed, script, macro or other automated Entries (collectively “automated entries”). Automated entries or submission of multiple entries during the Sweepstakes Period by the same person, with the same email address or from the same household may result in disqualification of all such entries. Entries by any means which subvert the entry process will be void. Released Parties (as defined below) are not responsible for lost, late, stolen, misdirected, damaged, illegible, incomplete entries or for lost or stolen entry boxes. Incomplete or illegible entries will not be acknowledged and will not be included in the Sweepstakes drawing. All entries become the exclusive property of Sponsor and will not be returned or acknowledged except as provided herein. No other attempted form of entry, including via email or fax, will be accepted.

**3. DRAWING/WINNER NOTIFICATION:** On or about May 30, 2017, a random drawing for three (3) prize winners will be conducted in compliance with these Official Rules by a Sponsor representative from the office of the Administrator. The drawing will be conducted from all eligible entries received by both entry methods combined in accordance with these Official Rules.

**Odds of winning a prize depend on the number of eligible entries received from both entry methods combined.** Potential winners will be notified by overnight mail, telephone, and/or private delivery service (at Sponsor's sole discretion), within ten (10) days of the drawing, at the address and/or telephone number indicated on his/her entry form. In the event potential winner is at least eighteen (18) years of age, but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

**4. PRIZES: Three (3) Prizes:** Each winner will receive a prize package consisting of one (1) InSinkErator garbage disposal, one (1) package of cleansing pods, and one (1) scented baffle ("Prize"). Approximate retail value: \$500 each prize package. Model of disposal is to be determined and is at Sponsor's sole discretion. Prize does not include installation. Total approximate retail value of all prizes: \$1500. No cash redemptions or prize substitutions will be allowed except at Sponsor's sole discretion, which reserves the right to substitute the Prize (or portion thereof) with a prize of comparable or greater value should the advertised Prize become unavailable for any reason. Winners must comply with these Official Rules, and winning is contingent upon fulfilling all such requirements. Winners (or their parent/legal guardian, if an eligible minor) will be required to complete an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited) to be returned within fourteen (14) days of the date printed on winner's notification letter, or Prize will be forfeited, and, at Sponsor's sole discretion, an alternate winner will be selected from all remaining eligible entries received. If prize notification is returned as undeliverable or refused, Sponsor is unable to contact a potential winner within a reasonable time-period, or a potential winner is not in compliance with these Official Rules, Prize will be forfeited and, at Sponsor's sole discretion, an alternate winner may be selected from all remaining eligible entries received. All federal, state and local taxes, and any other costs and expenses associated with Prize acceptance and use are the sole responsibility of winners. All Prize details are at Sponsor's sole discretion. Prizes will be shipped in August of 2017.

**5. GENERAL CONDITIONS/DISCLAIMERS:** If for any reason the Sweepstakes is not capable of running as planned, or if any part of the Sweepstakes or any process associated therewith becomes corrupted or does not allow the proper operation of the Sweepstakes and processing of entries per these rules, or if infection by virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other cause, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Sweepstakes in whole or in part. If the Sweepstakes is cancelled or terminated prior to the stated end date, Sponsor reserves the right to have the Administrator select the prize winners for the Sweepstakes in a random drawing from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation/termination. Proof of entering information on Website or submitting an entry at the KBIS 2017 show is not considered proof of delivery or receipt by Sponsor. False and/or deceptive entries or acts of any kind shall render entrant ineligible to receive a prize. Released Parties (defined below) are not responsible for any typographical or other error in the printing, advertising, or administration of the Sweepstakes or in the announcement of prize/prize winners.

By entering or participating in this Sweepstakes, participants: (a) agree to be bound by the terms of these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes; (b) agree that the Sponsor, LPK, Inc.; Promotion Activators Management, LLC, their respective parents, subsidiaries, affiliates, retailers, representatives, divisions, suppliers and advertising and promotion agencies; and all of their respective officers, directors, employees, representatives, and agents (collectively, "Released Parties") are not responsible for printing, typographical, human, distribution, production, omission, or other errors of any kind that may occur in connection with the Sweepstakes, including, without limitation, errors in connection with the administration of the Sweepstakes, the processing of entries, lost, late, damaged, misdirected, garbled, illegible, or incomplete entries (all such entries will be disqualified); incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the transmission, receipt or processing of entries; entries not received due to lost, failed, delayed or interrupted connections or miscommunications; other electronic malfunctions, delays, or errors; human error; technical malfunctions or defects of computer systems or telephone networks utilized in the Sweepstakes; theft, tampering, destruction of or unauthorized access to, or alteration of, entries; data processing that is processed late or incorrectly, the announcement of the winners or in any other Sweepstakes-related materials or the receipt and/or use of any prize; (c) agree to indemnify and hold harmless the Released Parties from and against any and all injuries, claims, damages, or losses of any kind that arise from or are sustained directly or indirectly, in whole or in part, in connection with acceptance or use/misuse of Prize or from participation in the Sweepstakes; (d) by accepting a Prize, winners agree that the Sponsor and its designees may use winners' names, pictures/portraits, likenesses, and/or voices for advertising, trade, and promotional purposes, worldwide in perpetuity, in any and all media now known or hereafter devised, without notification, permission, or additional compensation, unless prohibited by law. Released Parties are not responsible for any condition that might cause the Sweepstakes to be disrupted or corrupted, including an act of God, hurricane, war, fire, riot, terrorism, act of public enemies, actions of governmental authorities, or any other causes. The Sponsor may prohibit you from participating in the Sweepstakes and void all associated entries, at its sole discretion, if you repeatedly show a disregard for the Sweepstakes' Official Rules or act: (a) in a manner they determine to be not fair or equitable; (b) with an intent to annoy, threaten, or harass any other entrant or the Sponsor; or (c) in any other disruptive manner.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**6. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in

accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures.

The arbitrator shall apply Missouri law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

**THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE**

**OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.**

**7. GOVERNING LAW & JURISDICTION:** The Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of entrants and Sponsor in connection with Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State Missouri, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 6 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Missouri, in the City of St. Louis.

**8. PRIVACY:** Information participants provide to Sponsor may be used to communicate with participants in relation to this Sweepstakes as well as for other purposes as described in the Sponsor's Privacy Policy. Privacy Policy is available at <http://www.emerson.com/en-us/privacy-notice>. Winners' names, cities and states of residence may be posted on the InSinkErator website.

**9. WINNERS' NAMES:** You may obtain the winners' names by sending a self-addressed, stamped envelope by July 1, 2017 to: Fresh Kitchen Giveaway Winners, P.O. Box 6000, Morton Grove, IL 60053.

**10. SPONSOR:** Emerson Electric Co., 8000 West Florissant Avenue, P.O. Box 4100, St. Louis MO 63136

**11. ADMINISTRATOR:** LPK, Inc., 19 Garfield Place, Cincinnati, OH 45202