

# OFFICIAL RULES

1. **Eligibility:** Promotion is open to all salespeople employed in the U.S. during the Promotion Period with Liphatech's U.S. Distributors and U.S. Sub-Distributors. Employees of Liphatech, Inc., Paragon Professional Products, their affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and immediate family members and/or those living in the same household of employees are not eligible to participate. Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

This document is for Liphatech's U.S. Distributor and U.S. Sub-Distributor use only and is not intended for pest management professionals (PMPs). At the time of this printing all information was deemed accurate and reliable.

2. **Eligible Sales:** Each bag of TakeDown sold to current Liphatech soft bait customers is worth 1 bag towards prizes; each bag sold to PMPs that have not purchased Liphatech soft bait in the last 24 months from any Distributor is worth 2 bags toward prizes. Sales to Sub-Distributors, municipalities/government entities, online retailers or non-pest management professionals (i.e. consumers or agricultural/animal health customers) are not eligible. Each bag sold may only be counted by the person who makes the sale, and cannot be counted towards any other Liphatech sales promotions, incentive programs or PMP rebates.

3. **Agreement to Rules:** Accepting receipt of prizes constitutes acceptance of the rules, and permission, where permitted by law, for Liphatech use of entrants' name, image, statements and all other similar materials for marketing, promotional and publicity purposes without additional compensation or any limitations.

4. **Promotion Period:** Promotion and applicable prizes apply to qualifying Distributor sales of TakeDown made to PMPs from June 1 through August 31, 2017. Sales must be reported by September 15, 2017.

5. **How to Enter:** Submit proof of sale to your Liphatech district sales representative by September 15, 2017. Proof of sale must include copy of invoice with customer contact info, number of bags or cases sold, date and salesperson name. Liphatech is not responsible for lost, incomplete or delayed reporting. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Liphatech. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Liphatech.

6. **Prizes:** Entrants will receive prizes based on the number of bags sold. The number of prizes given to Entrants depend on the number of Entrants that achieve sales for a particular prize category. Some prizes may require assembly.

10 bags - (1) NASCAR Superstore Gift Card (\$75 value); 20 bags - (1) Red Cat Volcano EPX (approximate \$150 value); 50 bags - (1) C3 Cooler with Bluetooth Speakers (approximate \$400 value); 100 bags - (1) Segway miniPRO (approximate \$750 value); 150 bags - (1) Yuneec E-GO 2 Electric Longboard plus accessories & safety equipment (approximate \$1,100 value); 175 bags - (1) day luxury car rental (up \$1,400 value including tax) from Gotham Dream Rental Car in New York, Miami, Las Vegas, Los Angeles, Boston, Philadelphia, San Diego and San Francisco. Includes 250 miles; airfare not included; 225 bags - (1) DJI Phantom 4 Drone & Accessories (approximate \$1875 value); 275 bags - Skip Barber 1 Day Racing School including coach airfare for 1 and 2 nights lodging in school destination of your choice (approximate \$2,200 value); 375 bags - Trip for 2 to Road America, including First Class airfare for 2 to Milwaukee, a VIP tour of Liphatech, Inc., 2 nights lodging and 2 tickets to Road America (choice of Verizon IndyCar Grand Prix, WeatherTech International Challenge, or the Road America 180 Fired Up) (approximate \$3,000 value); 400 bags - (1) Yamaha TT-R125LE Motorbike (approximate \$3,750 value); 1,000 bags - Trip for 2 to Daytona Beach, FL, including First Class airfare and 2 nights lodging for two, and tickets to the Daytona International Speedway for the February 18, 2018 race (approximate \$7,500 value); 2,500 bags - (1) Lund Rebel XS SS with Mercury engine & trailer or (1) Harley-Davidson motorcycle and accessories, up to \$21,000 value including tax.

Actual/appraised value may differ at time of prize award. The specifics of the prize (model, features, etc.) shall be solely determined by Liphatech. No cash or other prize substitution shall be permitted except at Liphatech's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of entrant. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent is permitted. Liphatech reserves the right to issue IRS 1099 forms to individual winners; all relevant tax documents and forms must be completed and returned within 7 days of receipt by entrant before prizes may be claimed.

7. **Notification:** Entrants eligible for prizes will be notified by Liphatech by approximately October 6, 2017. If an entrant cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to disqualify that entrant and not award the prize. Liphatech shall have no liability for entrant's failure to receive notices due to spam, junk e-mail or other security settings or for providing incorrect or otherwise non-functioning contact information. Receipt of the prizes offered is conditional upon entrant's compliance with all federal, state, and local laws and regulations. Any violation of these official rules by entrant (at Liphatech's sole discretion) will result in disqualification for receipt of prizes.

8. **Terms & Conditions:** Liphatech is not affiliated with, or sponsored by, any third-party manufacturer or brand associated with any of the prizes. All third-party trademarks are property of their respective owners. Liphatech reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion should virus, bug, non-authorized human intervention, fraud, or other cause beyond Liphatech's control corrupt or affect the administration, security, fairness, or proper conduct of the promotion. Liphatech reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the promotion or website or violates these Terms & Conditions. Liphatech reserves the right, in its sole discretion, to disqualify entrants from the promotion who attempt to tamper with the entry process. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the promotion may be a violation of criminal and civil laws. Should such attempt be made, Liphatech reserves the right to seek damages to the fullest extent permitted by law.

9. **Limitation of Liability:** By entering, you agree to release and hold harmless Liphatech and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: entrant's participation in the promotion and acceptance, possession, use, or misuse of any prize or any portion thereof; technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; the unavailability or inaccessibility of any transmissions, telephone, or Internet service; unauthorized human intervention in any part of the entry process or the promotion; or electronic or human error in the administration of the promotion or the processing of entries. Liphatech does not make any representations or warranties regarding any prize.

10. **Disputes:** Any dispute arising from this promotion will be determined according to the laws of the state of Wisconsin, without reference to its conflict of law principles, and entrants consent to the personal jurisdiction of the state and federal courts located in Milwaukee County and agree that such courts have exclusive jurisdiction over all such disputes.

11. **Winners List:** To obtain a list of prize recipients' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: 3600 W. Elm St., Milwaukee, WI 53209. Attn: TakeDown Acceleration Challenge. Requests must be received no later than October 6, 2017.

12. **Sponsor:** Liphatech, Inc., 3600 W. Elm St., Milwaukee, WI 53209.