

**Watts Gift of Time Sweepstakes Contest Official Rules**

**CONSUMER DISCLOSURES:**

**NO PURCHASE, PAYMENT OR CONSIDERATION OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**This sweepstakes is in connection with and incidental to the sale to licensed contractors of flow control products for the water quality, residential plumbing & heating, commercial and OEM markets. Thus, this sweepstakes is not in connection with the sale to consumers of consumer products.**

**1. Sponsor and these Rules:** These sweepstakes rules (the “**Rules**”) apply to the sweepstakes (the “**Sweepstakes**”) to be conducted by Watts Regulator Co. (“**Sponsor**”) via <https://selexit.watts.com>. Sponsor has a principal place of business at 815 Chestnut Street, North Andover, Massachusetts 01845 United States. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Apple Inc.

**2. Prizes:**

(a) As more specifically described in Sections 9 and 10, the following prize (the “**Prize**”) will be awarded at random among the eligible entrants for the Sweepstakes:

<b>Prize Description</b>	<b>Approximate Retail Value</b>
One First Prize – One Apple Watch Space Black Stainless Steel Case with Milanese Loop including 44mm case + 24 months of coverage of AppleCare+ plan	US\$878 (approx. CA\$1,155.93)

(b) THE PRIZE INCLUDES ONLY THE ITEMS SET FORTH IN SECTION 2(a) ABOVE. THE AGGREGATE APPROXIMATE RETAIL VALUE OF ALL PRIZES TO BE AWARDED IN THE SWEEPSTAKES IS US\$878.00 (APPROX. CA\$1,155.93). ALL EXPENSES AND COSTS RELATED TO THE RECEIPT AND/OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER.

**3. Odds of Winning:** The winners of the Sweepstakes will be determined by random selection from among valid entries received from eligible participants. The odds of winning a Prize in the Sweepstakes depend on the number of valid entries received from eligible participants during the Entry Period. Not all entries will result in a Prize.

**4. Eligibility:** The Sweepstakes is open only to individuals (i.e., natural persons) who meet each of the following requirements:

- (a) he or she resides in one of the fifty United States or the District of Columbia or Canada (excluding Quebec) and
- (b) he or she is at least 19 years old;
- (c) he or she has a valid Watts® Selexit account (for entries via the method described in Section 6(a) only); and

- (d) he or she has a valid email address for notifications

Entrants may be required to prove their age and residency, the sufficiency of any such proof to be determined by Sponsor, in its sole discretion. However, employees of any “Promotion Entity” (as defined in Section 11(e)(i) below) that is not an individual, and/or of any parent or subsidiary company of any Promotion Entity that is not an individual, and members of such employees’ immediate families, are not eligible to participate in the Sweepstakes.

**5. Sweepstakes Entry Period:** The sweepstakes entry period is from and including 1:00 P.M. Eastern Time on Wednesday, December 18, 2019, through and including 5:00 P.M. Eastern Time on Tuesday, December 31, 2019 (the “**Entry Period**”). Entries for the Prize will be accepted only if (i) received within the Entry Period, if submitted via the method described in Section 6(a) below, or (ii) postmarked within the Entry Period, if submitted via the method described in Section 6(b) below. Entries not received or postmarked (as applicable) within the Entry Period as aforesaid will not be valid to participate in the Sweepstakes.

**6. How to Enter:** There are two ways to enter the Sweepstakes, as follows:

(a) Create a Configuration on Selexit. An eligible participant must (i) register for a new account on <https://selexit.watts.com> at any point during or prior to the Entry Period; (ii) log on to <https://selexit.watts.com> under his/her account during the Entry Period; and (iii) create a product configuration on <https://selexit.watts.com> under his/her account during the Entry Period.

(b) Mail-in Entry. To enter a Sweepstakes by mail and without visiting <https://selexit.watts.com>, an eligible participant must mail (by regular mail) to Sponsor at its principal place of business at 815 Chestnut Street, North Andover, Massachusetts 01845 United States, a 3” by 5” original hand-written card (photocopies and otherwise mechanically or digitally reproduced cards are not permitted) containing the participant’s name, address, email address and daytime telephone number. Each card must be in an envelope with proper postage. Only one card per envelope. Each envelope containing a card must be separately stamped and mailed such that it is post-marked within the Entry Period. Envelopes must be no larger than a standard #10 business envelope and marked “**Sweepstakes Entry**”.

- (c) Only one entry per person (regardless of the method of entry) will be accepted.

**7. Conditions relating to Entries:**

(a) No attempted means of entering the Sweepstakes other those set forth in Section 6 will be accepted as a valid means of entering the Sweepstakes.

(b) Without limiting the provisions of Section 11(f) below, incomplete and illegible entries, late entries, and entries with information reasonably determined by Sponsor (in its sole discretion) to contain false information, will not be valid. Each entrant is responsible for providing accurate information as to his/her mailing address and how he/she may be contacted via email (if applicable) and telephone.

(c) All entries become the property of Sponsor and will not be acknowledged or returned.

## **8. Specific Prize Conditions; Liability for Taxes:**

(a) The Prize winner will be required to execute an Affidavit of Eligibility and Liability Release (for US residents) or a Declaration of Liability and Release (for Canadian residents), and, if permitted in his/her state of residence and if required by Sponsor, a Publicity Release (collectively, the “Prize Claim Documents”). If a winner fails or refuses to sign and return all Prize Claim Documents in the manner and within the time set forth in Section 9(b) below, such winner may be disqualified and an alternate winner may be selected.

(b) Any tax liability of any nature, including income disclosure obligations, related to the receipt and/or use of the Prize, shall be the sole responsibility of the recipient. The winner of any Prize with a value \$600 or greater will be issued a 1099 US Tax Form for the retail value of the Prize.

## **9. Drawing/Prize Winner Selection:**

(a) Each Sweepstakes winner will be selected at random from among all valid entries received from eligible participants. Winner selection for the Prize will occur on or about Tuesday, January 7, 2020. Winner selection will be carried out by Sponsor using methods within its sole discretion.

(b) The potential winner of the Prize will be notified email that his/her entry has been drawn (the “**Notification**”) as soon as practicable after winner selection. Sponsor will send the Notification, together with the applicable Prize Claim Documents attached, to the email address provided by the potential winner. **The potential winner will be required to execute and return all applicable original, signed and unmodified Prize Claim Documents, such that they are received by Sponsor within ten (10) days of the date of Sponsor’s transmission of the Notification.** (Canadian residents will be required to correctly answer, unaided, a mathematical skill testing question in order to be declared a winner.) If the Prize Claim Documents, executed as aforesaid, are not received within the aforementioned time period, the Prize will be forfeited and an alternate entrant will be identified as a potential winner and so notified in the same manner as before.

(c) If a Notification or Sponsor’s email to any potential winner including the required Prize Claim Documents is returned or is deemed by Sponsor (in its sole discretion) to be undeliverable, or in the event of non-compliance with the eligibility requirements and/or these Rules, the potential winner will be disqualified and an alternate entrant will be identified as a potential winner and so notified in the same manner as before.

(d) The decisions of Sponsor will be final and binding on all matters relating to the Sweepstakes. In the event of a dispute as to the identity of an entrant, the entry will be deemed submitted by the holder of the Selexit account provided in the Selexit registration. The “account holder” is the natural person assigned a Selexit account by Sponsor and/or its agents and affiliates.

A potential winner may be required to show proof of being the registered account holder for the Selexit page associated with the winning entry.

#### **10. Award of and Use of Prize:**

(a) The winner of the Sweepstakes will receive the Prize subject to these Rules. The Prize shall be awarded only to the individual named as the Prize winner, and the right to the Prize may not be sold, assigned or transferred to any other person. The Prize must be accepted as awarded, and no substitutions are allowed, except that Sponsor may substitute a prize of a value equal to or greater than the value of the originally described Prize, if the Prize, as described, is unavailable on a commercially reasonable basis (as determined by Sponsor, in its sole discretion) for any reason. The Prize may not be redeemed for cash or other consideration.

(b) Without limiting Section 2(b), winners will be responsible for all expenses associated with the receipt, possession and use of the Prize. Sponsor is only responsible for Prize delivery, not Prize utility, quality or otherwise.

#### **11. General Conditions; Privacy; Release and Waiver of Liability:**

(a) The Sweepstakes is subject to these Rules and is governed by the laws of the Commonwealth of Massachusetts and the applicable federal laws of the United States of America. By entering the Sweepstakes, each entrant agrees to be bound by and subject to the Rules, the decisions of Sponsor in relation to the Sweepstakes (which shall be final and binding in all respects) and Sponsor's Privacy Policy (available for review at <https://www.watts.com/privacy-policy>) ("**Sponsor's Privacy Policy**"). The data collected from entrants may be processed and stored in one or more jurisdiction outside Canada (which may include the United States) and may be subject to access by regulatory authorities in those jurisdictions.

(b) Promotion Entities are not responsible for: any incorrect or inaccurate entry information, human error, technical malfunctions, theft, tampering, destruction, or unauthorized access to, or alteration of entries. By entering the Sweepstakes, each entrant, on behalf of himself/herself and his/her heirs, successors, assigns, agents and representatives:

(i) releases and discharges each Promotion Entity from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death and including claims arising out of the alleged negligence of an entity, which he/she may now own or hold, or may at any time heretofore have owned or held, or may at any time hereafter own or hold, by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with his/her participation in the Sweepstakes, and/or from his/her acceptance, receipt, possession and/or use or misuse of the Prize; and

(ii) acknowledges and agrees that none of the Promotion Entities have made or are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Sweepstakes and/or the Prize, including, without limitation, their quality or fitness for a particular purpose.

(c) **Waiver of California Civil Code Section 1542.** Further, entrants are advised that California Civil Code § 1542 provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. By entering the Sweepstakes, each entrant, on behalf of himself/herself and his/her heirs, successors, assigns, agents and representatives, acknowledges that he/she understands the significance and consequences of California Civil Code § 1542 and, to the extent it may be applicable, elects to waive the benefits of its provisions, with the intent that the releases and waivers of liability in Section 11(b) shall include claims known or unknown, and unknown and unsuspected.

(d) In order to validly enter and in order to claim the Prize, entrants are required to provide Sponsor with certain information that can reasonably be used to identify them, such as their name, telephone number, physical address and email address (“**Personal Data**”). Each entrant hereby agrees that such Personal Data and his/her image or likeness may be used and shared by Sponsor in connection with the conduct of the Sweepstakes (including but not limited to Prize fulfillment) and also as allowed by Sponsor’s Privacy Policy (subject to the terms and conditions of Sponsor’s Privacy Policy). Each entrant further expressly releases, discharges, and agrees to hold harmless the Promotion Entities and all persons acting under either of their permission or authority, from any and all claims and liabilities he/she may have relating to Sponsor's use of his/her Personal Data, image or likeness in accordance with Sponsor’s Privacy Policy or these Rules, including without limitation claims under defamation, right of publicity and invasion of privacy.

(e) By entering the Sweepstakes, each entrant, on behalf of himself/herself and his/her heirs, successors, assigns, agents and representatives:

(i) releases and discharges Sponsor and Sponsor’s agents, if any, assisting in conducting the Sweepstakes, and each of their affiliated companies, and each of their respective directors, officers, employees, representatives and agents, as well as Apple Inc. and its affiliated companies, and all of their respective directors, officers, employees, representatives and agents (collectively, the “**Promotion Entities**”), from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death and including claims arising out of the alleged negligence of an entity, which he/she now may own or hold, or at any time heretofore may have owned or held, or at any time hereafter may own or hold, by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with participation in the Sweepstakes, and/or from his/her acceptance, receipt, possession and/or use or misuse of the Prize;

(ii) acknowledges that the information he/she provides in connection with the Sweepstakes is being provided to Sponsor and not to Apple Inc.; and

(iii) acknowledges and agrees that none of the Promotion Entities, including but not limited to Apple Inc., have made or are in any manner responsible or liable for any

warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Prize, including, without limitation, its quality or fitness for a particular purpose.

(f) None of Sponsor or the other Promotion Entities shall have any obligation, responsibility or liability with respect to: (i) entries, notifications, communications or materials sent from an entrant to Sponsor, or from Sponsor to an entrant, that are undelivered, lost, late, misdirected, garbled, inaccurate, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, post office or technical error of any kind, (ii) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties, (iii) power-related or weather-related events of any kind, and/or to any events not under Sponsor's direct control, (iv) entries or other communications from entrants that contain inaccurate information or do not comply with these Rules, (v) errors, omissions, interruptions, deletions, defects, delays in operation or transmissions, theft, destruction, unauthorized access or alterations by entrant or third parties, and/or (vi) any damage to entrant's computer system that occurs in connection with participation in the Sweepstakes.

(g) Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes, or any part thereof, if it determines, in its sole discretion, that the Sweepstakes, or any part thereof, is technically impaired or corrupted, or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined or impaired the integrity, feasibility, security and/or proper play of the Sweepstakes, or any part thereof. In addition, if for any reason the Sweepstakes, or any part thereof, cannot run as planned, including tampering, unauthorized intervention, fraud, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, or any part thereof, Sponsor reserves the right, in its sole discretion, to (i) disqualify any individual who is responsible for or who tampers with the any Sweepstakes process, and/or (ii) to cancel, terminate, modify or suspend the Sweepstakes, and (if the Sweepstakes is not cancelled) to select the winners from among all eligible entries received prior to the termination or modification.

**12. Governing Law; Forum Selection:** This Sweepstakes is governed by the laws of the Commonwealth of Massachusetts. Each Sweepstakes entrant knowingly and voluntarily intends and agrees that (i) the mandatory, exclusive venue for any action in any way related to or arising out of this Sweepstakes or Prize awarded shall be resolved individually without resort to any form of class action and shall be in the state and federal courts in and for Suffolk County, Massachusetts; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. Each entrant hereby knowingly and voluntarily waives any and all objections to venue and personal jurisdiction in the foregoing courts, and submits themselves thereto. Each entrant hereby waives any right he/she may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 12, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over them for purposes of litigating any dispute, controversy, or proceeding arising out of or related to this Sweepstakes.

**13. Class Action Waiver:** Each Sweepstakes entrant agrees that an arbitrator, judge, magistrate or other similar authority may not consolidate more than one person's claims, and may

not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **By entering the Sweepstakes, the entrant agrees to waive any right to a jury trial or to participate in a class action.**

**14. Identification of Winner:** Winners' names, cities, and photos (where applicable) may be posted on Sponsor's website following confirmation, in Sponsor's sole discretion. To obtain a list of winners by mail, send a self-addressed stamped envelope to Sponsor at its principal place of business at 815 Chestnut Street, North Andover, Massachusetts 01845 United States, so it is received by Sponsor no later than six months after the last day of the Entry Period. (Vermont residents may omit return postage.) Please specify "**Sweepstakes winners**" on the envelope. Please allow 6 to 8 weeks for receipt of the list.

**15. Final Matters:**

(a) The invalidity or unenforceability of any provision of the Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, the Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

(b) Except where prohibited by law, and regardless whether a Publicity Release is required of or signed by the Prize winner, acceptance of the Prize shall constitute and signify the Prize winner's consent that Sponsor may use the winner's name, likeness, image, voice, photographs and written statements made by the Prize winner about the Sweepstakes, the Prize, Sponsor, Sponsor's products and/or services for promotional purposes in all forms of media, in perpetuity, without payment or consideration.

(c) No Promotion Entity shall be liable for failure or delay related to the Sweepstakes caused by any reason not within such Promotion Entity's sole direct control, including but not limited to fire, flood, epidemic, earthquake, explosion, sickness, labor dispute or strike, bad weather, act of God or public enemy, equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, any newly-enacted federal, state or local government law, order, or regulation, or order of any court or governmental authority.