

# Terms & Conditions

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## Brady NFPA 70E Workplace Safety Quiz Competition

These are the terms and conditions which govern the Brady NFPA 70E Workplace Safety Quiz Competition. This competition does not require members to apply. Participants will need to score 100% on the quiz located at <https://www.element14.com/community/docs/DOC-96841/l/nfpa-70e-workplace-safety-quiz> to be eligible for prizes, after which winners will be chosen randomly from among those who scored 100% during the competition period. Participants will be required to meet the Conditions for Participation. All requirements and awards are listed below. No other gifts or prizes are offered.

### 1. The Principal terms of the Competition:

1.1. The following words and phrases are used in these terms and conditions and have the meanings given to them below.

a. **Competition:** Brady NFPA 70E Workplace Safety Quiz Competition

b. **Key dates:**

- **Quiz Opens:** August 6 2021
- **Competition Period Ends:** September 10 2021
- **Winners Selected:** September 17 2021

c. **Awards (or "Prizes"):**

- Three (3) winners who are randomly selected from the pool of members who scored 100% on the quiz will receive one (1) Brady BMP21-PLUS-KIT-414 label printer kit, valued at \$99 USD.

- Two (2) winners who are randomly selected from the pool of members who scored 100% on the quiz but were NOT first chosen to receive a Brady BMP21-PLUS-KIT-414 label printer kit will receive a swag bag of element14 community items. These items are chosen at the discretion of the organizer based on their availability and are not assigned a particular dollar value.

d. **Additional Awards:** None

e. **Competition Site:**

<https://www.element14.com/community/docs/DOC-96841/l/nfpa-70e-workplace-safety-quiz>

f. **Site or element14 Community:** <https://www.element14.com>

1.2 Organiser: Premier Farnell Limited (registered in England and Wales under company number 876412) whose registered office is at Farnell House, Forge Lane, Leeds, UK

1.3. Conditions for Qualification: in addition to meeting the requirements of these terms, all persons applying to take part in the Competition (each one an Applicant) must:

a. Complete the quiz on the Competition Site and score 100% to be entered into the pool of members who may win prizes.

1.4. Maximum number of sponsored competitors: None, the quiz is open to all members with no number of maximum entries, but there will be only five (5) members total winning prizes.

- 1.5. Conditions for Participation: Participants must be element14 Community members and must score 100% on the quiz to be eligible to win prizes, and also not be in violation of any other terms set out in this document.
- 1.6. **Sponsor:** Brady
- 1.7. **Terms:** These terms and conditions govern the Competition, and the Organiser reserves the right to make changes to them from time to time. The latest version of these Terms will be posted to the Site.

## 2. Eligibility

- 2.1 Save as set out in these Terms, the Competition is open to any natural or legal person, firm or company or group of natural persons or unincorporated body.
- 2.2 All Applicants must be aged at least 18 at the time of their application.
- 2.3 Applicants must not enter the Competition if doing so or taking part may:
  - a. Cause the Organiser and/or themselves to be in breach of any agreement (including but not limited to any contract of employment) to which they are a party or in breach of any law, regulation or rule having the force of law to which the Organiser or the Applicant may be subject or any policy of the Organiser or the Sponsor;
  - b. Require the Organiser to obtain any licence, authorisation or permission to deal with the Applicant; or
  - c. Be in breach of any policy or practice of their employer. Some employers prohibit or restrict their employees from taking part in competitions such as these or receiving prizes under them and the Organiser respects those policies and practices.
- 2.4 The Organiser reserves the right to disqualify any Application made in breach of these Terms and to reject any Application which it reasonably believes may be or become in breach. The Organiser reserves the right to require evidence in such form as the Organiser may reasonably require of any Applicant's compliance with any of these Terms and to disqualify any Applicant or Participant who cannot provide such evidence reasonably promptly.
- 2.5 Multiple applications are permitted as long as each is complete, abides by these Terms and represents a discrete Project.
- 2.6 Applications may not be submitted by an agent whether acting on behalf of an undisclosed principal or otherwise.
- 2.7 The Competition is NOT open to:
  - a. Any person or entity who is a resident or national of any country which is subject to sanctions, embargoes or national trade restrictions of the United States of America, the European Union or the United Kingdom;
  - b. Any employee, director, member, shareholder (as appropriate) or any of their direct families (parents, siblings, spouse, partner, children) ("Direct Families") of the Organiser and Sponsors; or
  - c. The Judges, Sponsors or any of their Direct Families.

## 3. Applications

- 3.1 Each Applicant must score 100% on the quiz by the end of the competition period.
- 3.2 By submitting a Registration Form, each Applicant:
  - a. Authorises the Organiser to use his or her personal data (as defined in the Data Protection Act 1998) for the purposes of running and promoting the Competition;

- b. Authorises the Organiser to copy, reproduce and publish their application should they be accepted as a Participant;
- c. Will be deemed to have read, accepted and agreed to be bound by these Terms. Applicants are advised to print and keep safe these Terms;
- d. Authorises the Organiser to copy, reproduce and use the Blogs for the purposes of the Competition and as otherwise contemplated by these Terms. The Organiser will not be responsible for any inaccuracy, error or omission contained in any reproduction or use of the Competition Blogs.
- e. Licenses the Organiser to use the intellectual property in the Project (IP) for the purposes of this Competition. As between the Applicant and the Organiser the IP remains owned by the Applicant.
- f. Grants the Organiser the right to use his or her likeness, photographs, logos, trademarks, audio or video recordings without restriction for the purposes of Competition or the promotion of it or the Site;
- g. Agrees to participate positively in all publicity surrounding the Competition;
- h. Agrees to be responsible for all expenses and costs incurred by him or her in preparing for, entering and participating in the Competition (save for any expenses expressly agreed by the Organiser to be borne by it in these Terms);
- i. Confirms that he or she owns all IP used in his or her application or Project or Blogs and indemnifies the Organiser from any claim by a third party that use of any material provided by an Applicant to the Organiser infringes the intellectual property rights of any third party;
- j. Agrees not to act in any way or fail to act in any way or be associated with any cause or group which would have a negative impact on the reputation of the Organiser and/or the Competition and/or the Judges.

#### **4. Selecting Winners**

- 4.1 Winners of the prizes will be selected randomly from the pool of those members who scored 100% on the quiz. Members are not eligible to win both prizes. Members must respond within a reasonable amount of time to the organizer regarding their shipping address and contact information where the prizes should be sent.
- 4.2 The Organiser will use all reasonable efforts to announce the Participants within 10 business days of Enrollment Close.

#### **5. Awards**

- 8.1. Award(s) must be accepted within a reasonable amount of time from the date that the Organiser announces the Competitor(s) who have won the prizes.
- 8.2. If a Competitor declines or fails to accept an award then the award will be forfeited
- 8.3. All Award(s) will be awarded based on what can be procured and shipped to the Competitor's location at the close of the Competition.
- 8.4. All best efforts will be undertaken to provide the prizes outlined.
- 8.5. Substitutes, if required, will be made at the sole discretion of the Organiser.
- 8.6. Any Award(s) are provided "as is" and the Organiser (and the Sponsor, if any) make no warranties or representations of any kind with respect thereto, whether as to quality, condition, use, suitability or otherwise. The Organiser will use reasonable efforts to pass to the winner the benefit of such warranties (if any) as may be available from the supplier or manufacturer of any Award. All further warranties or representations in relation to any award are hereby expressly excluded to the fullest

extent permitted at law. Award may not be returned and no credit, refunds or cash alternatives are available in respect of any Award.

- 8.7. Competitors are solely responsible for all national, federal, state and local taxes, duties or other charges payable in relation to any award(s).

## **9. Liability**

- 9.1. The Organiser hereby excludes all and any Liability arising out of the competition or the acceptance, use, quality, condition, suitability or performance of any Award, even where that Liability may arise from the Organiser's negligence.
- 9.2. Nothing in these Terms will affect any Liability of the Organiser for death or personal injury arising from its negligence, for breach of Part II of the Consumer Protection Act 1987 (in the event that any entrant is entitled to claim rights under the Consumer Protection Act 1987) or for any matter in relation to which it would be illegal for the Organiser to exclude or to attempt to exclude its Liability.
- 9.3. Subject to 11.2, neither the Organiser, any parent company nor any subsidiary of the Organiser or such parent company or any of their directors, officers and employees (together referred to in these terms and the 'Associates') makes any guarantee, warranty or representation of any kind, express or implied, with respect to this Competition or the Prizes potentially available under it. Neither the Organiser nor any of its Associates shall be responsible for any Liability that may arise out of or in connection with person's participation in this Competition, the claiming, redemption or value of any prizes under it, the use or enjoyment of such a or any events or circumstances arising out of or in connection with any of them. Any implied warranties of condition, merchantability or suitability or fitness for purpose of any of them are hereby expressly excluded. Wherever used in these Terms, 'Liability' shall mean any and all costs, expenses, claims, damages, actions, proceedings, demands, losses and other liabilities (including legal fees and costs on a full indemnity basis) arising directly or indirectly out of or in connection with the matter concerned.

## **10. General**

- 10.1. The Competition is organised and sponsored by the Organiser. The Organiser reserves the right to delegate all or any of its powers, rights and obligations arising in relation to the Competition to any Associate and certain such rights and powers are assumed by the Organiser on behalf of itself and each Associate. Reference to "Organiser" shall be deemed to include reference to each Associate.
- 10.2. The Competition may be terminated at any time if there are, in the sole opinion of the Organiser, an insufficient number of entries, or if the Applications are not of an appropriate standard for a competition of this nature. The Organiser has the right to cancel or suspend the Competition at any time due to circumstances outside its reasonable control.
- 10.3. The Organiser shall have the sole discretion to disqualify (without correspondence or right of appeal) any Applicant it considers to be adversely affecting the process or the operation of the Competition or to be in breach of these Terms or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other Applicant or Participant.
- 10.4. The Organiser has the right to amend or add to these Terms from time to time. Revised Terms and Conditions will be posted on the Competition Site and it is a condition of entry to the Competition that Applicants and Competitors agree to comply with these Terms and, if appropriate, such Terms as amended from time to time.
- 10.5. Headings are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.

10.6. These Terms and the operation of the Competition shall be governed by and construed in accordance with English Law and any claim or matter arising under these Terms shall be subject to the exclusive jurisdiction of the English courts.