

**THE “MEDICAL FUN SERIES 2022” SWEEPSTAKES (PRIZE DRAW)  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

SWEEPSTAKES (PRIZE DRAW) DESCRIPTION. The Sweepstakes (Prize Draw) begins on or about 12:01 a.m. Central European Time (“**CET**”) on March 21<sup>st</sup>, 2022 and ends at 11:59 P.M. CET on April 29<sup>th</sup>, 2021 (the “**Promotion Period**”). By participating in the Sweepstakes (Prize Draw), each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Mouser Electronics, Inc. (“**Promoter**”), which shall be final and binding in all respects. Not sponsored, endorsed, administered or associated with Facebook or any other social media site.

ELIGIBILITY. The Sweepstakes (Prize Draw) is open only to persons who are (i) 18 years of age or older (or age of majority in their state) as of the date of entry, (ii) legal residents of, and physically located within, the European Union (exceptions for excluding countries who are not eligible are stated in ‘Eligibility’), the UK or the EFTA-Countries (the “**Territory**”) and (iii) not owners, directors, officers, managers or employees of Promoter and its respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant or performing services at the request of Promoter (collectively, the “**Promotion Entities**”), nor members of their respective immediate families (spouses, parents, siblings and children) or persons living in the same households. Entrants who reside in the following countries are not eligible for participation: Belgium, Italy, Poland, Portugal, Romania, Russia, Spain, Turkey.

VOID WHERE PROHIBITED BY LAW. The Sweepstakes (Prize Draw) is void where prohibited or restricted by law.

ENTRY PROCESS.

To enter online, visit the website, [<https://emea.info.mouser.com/medicaltechnology-series-signup-1>] (the “**Website**”) during the Promotion Period, follow the links and instructions for entry and complete the official entry form with the requested information. Click “Submit” to submit an entry form for the Sweepstakes (Prize Draw).

By entering either of the Promotions, an Entrant automatically agrees to receive newsletters and other information from Mouser Electronics about new products, technologies and applications, features on mouser.com, eBooks, and Mouser news and events. The Entrant understands that consent can be withdrawn at any time. All entries become the property of the Promoter.

All entries must be received by Promoter by the end of the Promotion Period. The Website’s database clock will be the official timekeeper for the Sweepstakes (Prize Draw). Limit one entry per person, regardless of method of entry.

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Promoter of an entry. In the event of a dispute as to the identity of an

online entrant, the entry will be deemed submitted by the “authorized account holder” of the e-mail address used to enter the Sweepstakes (Prize Draw) at the time of entry. “Authorized account holder” is the natural person to whom applicable e-mail address has been assigned by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the address submitted. The potential winner may be required to provide Promoter with proof that he or she is the authorized account holder of the e-mail address associated with winning entry. If a dispute cannot be resolved to Promoter’s satisfaction, the entry will be deemed ineligible.

Internet entries must be made by the entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes (Prize Draw) subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes (Prize Draw). The use of any device to automate the entry process is prohibited and no mechanically reproduced entries will be accepted. Online entries made with multiple e-mail addresses, under multiple identities or through the use of any other device or artifice to enter multiple times will be deemed invalid.

The Promotion Entities are not responsible and shall have no liability for (i) entries from persons residing or located outside the Territory; or (ii) inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, postage-due, misdirected, delayed or late entries, whether caused by Internet users or by any equipment or programming associated with the Sweepstakes (Prize Draw) or by any technical or human error which may occur in the delivery or processing of entries in the Sweepstakes (Prize Draw).

Entries will not be acknowledged or returned and become the property of Promoter. Promoter shall have the right to use, assign, edit, modify or dispose of any entry however it sees fit without approval of the entrant.

**DISQUALIFICATION OF ENTRANT.** Should Promoter, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Promoter shall have no obligation to award a Prize to such entrant. Promoter reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of the Website; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Should such an attempt be made, Promoter reserves the right, in addition to the right to the right to disqualify such person, to seek damages and other remedies from any such person to the fullest extent permitted by law.

**RANDOM DRAWING.** Winners will be selected in a random drawing held at Promoter’s business headquarters EMEA (Elsenheimerstr. 11, 80687 Munich, Germany) on May 6th, 2022, from all eligible submitted entries received during the Promotion Period. The odds of winning depend upon the number of eligible entries received.

**PRIZES.** One (1) Prize is available. The Prize consists of the following:

One (1) Garmin vívoactive® 4 smartwatch with an approximate retail value (“ARV”) of 299.99 EUR.

The total combined ARV of all Prizes is 299.99 EUR.

All expenses not specified in these Official Rules are the sole responsibility of the winner. All details and other restrictions of Prizes not specified in these Official Rules will be determined by Promoter in its sole discretion. The Prizes are not redeemable for cash or transferable. No Prize substitutions are allowed except, at Promoter’s sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded.

**NOTIFICATION OF WINNER.** Promoter will attempt to notify potential winners within **14 days** of the drawing date through the contact information on the entry form. Promoter is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use any Prize for any reason. Disqualification and the selection of an alternate winner will result from any of the following: (i) the return of any notification of a Prize as undeliverable; (ii) the potential winner’s failure to claim the Prize within **7** days after notice of delivery; or (iii) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by the winner will be forfeited.

**TAXES.** All income, sales, use, withholding and other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with acceptance and use of Prize are solely the winner’s responsibility. It is the winner’s responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a Prize. Winners may be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of a Prize.

**CONDITIONS.** Each entrant, by entering this Sweepstakes (Prize Draw), agrees that: (i) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (ii) the Promotion Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND.

**USE OF INFORMATION.** Each entrant consents to and gives Promoter and any other party authorized by Promoter the unrestricted, perpetual right and license, but not the obligation, to use an entrant’s name, address, phone number, email and other similar personal information without compensation, review, approval or notice to the winner or to any third party in connection with any of Promoter’s (or its designee’s) advertising, publicity, trade, sweepstakes (Prize Draw) or contests, activities or promotional materials for an unlimited number of times, except where prohibited by law.

**RIGHT TO CANCEL.** Promoter reserves the right to cancel or modify the Sweepstakes (Prize Draw) (i) in the event the Sweepstakes (Prize Draw) is challenged by any legal or regulatory authority, (ii) if fraud, technical failures or any other factor beyond Promoter's reasonable control

impairs the security, fairness, integrity or proper conduct of the Sweepstakes (Prize Draw), as determined by Promoter in its sole discretion, or (iii) if the Sweepstakes (Prize Draw) is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Promoter's control, which in the sole opinion of Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes (Prize Draw). In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the winners will be determined solely by Promoter in a random drawing among all eligible, non-suspect or non-disqualified entries received prior to the termination or cancellation. In such event, the Promotion Entities shall have no liability to any entrant who is disqualified due to such action.

**LIMITATIONS.** The Promotion Entities expressly disclaim any liability from the use of registration information by Promoter or third parties. The Promotion Entities are not responsible for (i) interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, cellular towers or equipment, computer systems or equipment or other connections, availability or accessibility problems; (ii) failed, jumbled, delayed or misdirected computer, telephone or cable transmissions; (iii) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in the offering or announcement of any prize or in any prize notification documents; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information; (v) viruses or bugs; or (vi) problems or malfunctions of any computer system, equipment or software, the failure of e-mail on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including, injury or damage to an entrant's or to any other person's computer system or cellular phone related to or resulting from accessing the Website, downloading any materials or information necessary to participate in the Sweepstakes (Prize Draw) or participating in the Sweepstakes (Prize Draw) or accepting a Prize.

**AMENDMENT.** Promoter reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes (Prize Draw).

**PRIVACY.** Entry information may be shared with Promoter's Promotional Entities to the extent required for prize fulfillment purposes. Except as provided in these Official Rules, any entry information collected from the Sweepstakes (Prize Draw) shall be used in accordance with Promoter's Privacy Policy. Please see <https://eu.mouser.com/privacypolicy/> for the Privacy Policy, which addresses how Promoter processes personal data in accordance with applicable laws including the General Data Protection Regulation (EU) 2016/679.

**INDEMNITY/RELEASE.** Each entrant indemnifies and holds harmless the Promotion Entities and their owners, directors, officers, managers, employees and agents from any and all liability for any damage or loss of any kind or nature to persons, including death or property, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Sweepstakes (Prize Draw) or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prize-related activity. Each entrant releases Promoter, the Promotion Entities and their owners, directors, officers, managers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages

arising out of participation in the Sweepstakes (Prize Draw), Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any entrant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Sweepstakes (Prize Draw) or the awarded Prizes shall be resolved individually, without resort to any form of class action. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

**SEVERABILITY.** If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

**COMPLIANCE REGULATIONS.** Mouser Electronics has no liability or responsibility if the participation by an entrant and the acceptance of any prize won by the entrant violates the policies of such entrant's employer, including without limitation, restrictions on the receipt of a gift or anything of value from a customer, supplier or other business contact. It is the responsibility of all entrants to determine if participation in a Mouser promotion or receipt of a related prize is permitted by an entrant's employer. Mouser in no way requires or asks, directly or indirectly, for an advantage from an entrant as a result of the entrant's participation in the promotion.

**GOVERNING LAW/JURISDICTION.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR PROMOTER IN CONNECTION WITH THE SWEEPSTAKES (PRIZE DRAW) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN TARRANT COUNTY, TEXAS.

**WINNER'S LIST.** Any legally-required winners list may be obtained after **May 6th 2022** and no later than **June 6th 2022** by sending a self-addressed, stamped envelope to: "Mouser Electronics, Inc." Sweepstakes (Prize Draw), c/o Mouser Electronics, Inc., Elsenheimerstr. 11, 80687 Munich GERMANY. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: "Medical Fun Series" Sweepstakes (Prize Draw), c/o Mouser Electronics, Inc., Elsenheimerstr. 11, 80687 Munich GERMANY.

**PROMOTER.** Mouser Electronics, Inc., Elsenheimerstr. 11, 80687 Munich GERMANY.

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