# SCANSOURCE 2019 QUARTERLY PURCHASE GOAL AWARDS PROMOTION

FINAL 03/29/19

#### **OFFICIAL RULES**

The ScanSource 2019 Quarterly Purchase Goal Awards Promotion (the "<u>Promotion</u>") is sponsored by ScanSource, Inc. ("<u>ScanSource</u>" or "<u>Sponsor</u>") and is open only to "<u>Resellers</u>," which for purposes of these Official Rules, are defined to mean individuals who are legal residents of, and business entities that are domiciled in, the 50 United States and the District of Columbia and Canada (except the Province of Quebec), which at the time of registration and participation are: (1) registered resellers, integrators or service providers of ScanSource; (2) in good financial standing with ScanSource; and (3) 21 years of age or older (if an individual). Direct Marketers ("<u>DMARs</u>"), "e-tailers," Distributors, Manufacturers and other competitors of ScanSource, as those terms are defined or interpreted by ScanSource in its sole discretion, are not eligible to participate in the Promotion.

VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS, THE PROVINCE OF QUEBEC, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

### 1. PROMOTION PERIOD; QUARTERS; QUARTERLY PERIODS.

- (A) <u>Promotion Period</u>. The Promotion begins April 1, 2019 and ends December 31, 2019 at 11:59:59 p.m. (Eastern Time) (the "<u>Promotion Period</u>"). For purposes of the Promotion, a "<u>day</u>" begins at 12:00:01 a.m. (Eastern Time) and ends at 11:59:59 p.m. (Eastern Time). Sponsor's clock is the official time-keeping device for this Promotion.
- (B) <u>Quarters: Quarterly Periods</u>. The Promotion Period includes three (3) "<u>Quarters</u>," the second calendar quarter of 2019 ("<u>Q-2</u>"), the third calendar quarter of 2019 ("<u>Q-3</u>"), and the fourth calendar quarter of 2019 ("<u>Q-4</u>"). The Promotion Period is divided into three (3) separate Quarterly periods ("<u>Quarterly Periods</u>"): (1) April 1, 2019 June 30, 2019 (the "<u>Q-2 Quarterly Period</u>"); (2) July 1, 2019 September 30, 2019 (the "<u>Q-3 Quarterly Period</u>"); and (3) October 1, 2019 December 31, 2019 (the "<u>Q-4 Quarterly Period</u>").
- **2. REGISTRATION.** To participate in the Promotion, Resellers must first complete the Promotion registration form, which is available by visiting <a href="https://www.scansourceposbarcode.com/en/brands/elo-touch/promotions/take-off-with-elo">https://www.scansourceposbarcode.com/en/brands/elo-touch/promotions/take-off-with-elo</a> (the "Website") during the Promotion Period. All required information on the registration form must be fully completed to register, and only one (1) registration will be accepted per Reseller.

#### 3. OUARTERLY PURCHASE GOALS; OUARTERLY PURCHASE GOAL AWARDS.

- (A) <u>Quarterly Purchase Goals</u>. For purposes of the Promotion, each Reseller will be assigned a "<u>Quarterly Purchase Goal</u>" which (1) for Q-2, is the dollar amount equal to the Reseller's total purchases of products from ScanSource in the second calendar quarter of 2018 (April 1, 2018 June 30, 2018), plus 10% (the "<u>Q-2 Purchase Goal</u>"); (2) for Q-3, is the dollar amount equal to the Reseller's total purchases of products from ScanSource in the third calendar quarter of 2018 (July 1, 2018 September 30, 2018), plus 10% (the "<u>Q-3 Purchase Goal</u>"); and (3) for Q-4, is the dollar amount equal to the Reseller's total purchases of products from ScanSource in the fourth calendar quarter of 2018 (October 1, 2018 December 31, 2018), plus 10% (the "<u>Q-4 Purchase Goal</u>").
- (B) <u>How to Receive Quarterly Purchase Goal Awards</u>. For each Quarter, each Reseller that purchases products from ScanSource during such Quarter's Quarterly Period in an amount that equals or exceed the Reseller's Quarterly Purchase Goal for that Quarter will receive a ScanSource Quarterly Purchase Goal Award. *Limit one* (1) *ScanSource Quarterly Purchase Goal Award per Reseller, per Quarter.*

(C) <u>Quarterly Purchase Goal Awards</u>. The Quarterly Purchase Goal Award for Q-2 is one (1) set of premier brand wireless ear phone (ear buds) (approximate retail value: \$199). The Quarterly Purchase Goal Award for Q-3 is one (1) \$200 Airbnb gift card (approximate retail value: \$200). The Quarterly Purchase Goal Award for Q-4 is one (1) set of premier brand luggage (approximate retail value: \$275).

#### 4. ELIGIBILITY AND GENERAL REGISTRATION MATTERS.

- (A) <u>Eligibility</u>. The Promotion is open only to "<u>Resellers</u>," which for purposes of these Official Rules, are defined to mean individuals who are legal residents of, and business entities that are domiciled in, the 50 United States and the District of Columbia and Canada (except the Province of Quebec), which at the time of registration and participation are: (1) registered resellers, integrators or service providers of ScanSource; (2) in good financial standing with ScanSource; and (3) 21 years of age or older (if an individual Reseller). Direct Marketers ("<u>DMARs</u>"), "e-tailers," Distributors, Manufacturers and other competitors of ScanSource, as those terms are defined or interpreted by ScanSource in its sole discretion, are not eligible to participate in the Promotion. Officers, directors, and employees of Sponsor and its parents, subsidiaries, and other affiliated companies, agents, and advertising and promotional agencies, and their immediate family members (defined as parents, spouse, children, siblings, grandparents) and those with whom they are domiciled, are NOT eligible to enter or win.
- (B) <u>General Registration Matters</u>. No copies or mechanical reproductions of Sweepstakes registrations will be accepted. Any illegible, unintelligible, incomplete, or garbled registrations are not permitted and will be disqualified and any registrations not in conformance with these Official Rules will be disqualified. Neither Sponsor nor any of its employees, representatives or agencies, is responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, or illegible registrations. Once submitted, registrations become the exclusive property of Sponsor and will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. By registering, participants give their express permission to be contacted by Sponsor by mail, email, facsimile and telephone. Any personal information collected in connection with this Promotion will be used in accordance with Sponsor's privacy policy.

By participating, Resellers agree to be bound by these Official Rules, which are final and binding in all respects. For a copy of these Official Rules, please send a self-addressed, stamped envelope to: ScanSource 2019 Quarterly Purchase Goal Awards Promotion Official Rules, 6 Logue Court, Greenville, SC 29615, by December 31, 2019. (Residents of Canada may omit return postage.)

# 5. AWARD NOTIFICATION AND AFFIDAVIT; AWARD RESTRICTIONS.

(A) <u>Winner Notification and Affidavit Requirements</u>. Award recipients will be notified by email, telephone, mail or facsimile. In the event that a potential award winner is a business entity Reseller (as opposed to an individual Reseller), the authorized officer(s) of the winning business entity Reseller will be required to designate an individual recipient of the award by specifying such individual in writing prior to acceptance of the award. Unclaimed awards may not be awarded.

Each potential award winner must comply with all of the terms and conditions of these Official Rules, and award is contingent upon fulfilling all requirements. Award winners may be required to sign and return an Affidavit of Eligibility and Release (an "Affidavit") within fourteen (14) days of notification/verification in order to receive the award. In the event: (a) a potential award winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information submitted by potential award winner, (b) of noncompliance with the above or within any of the aforesaid time periods, (c) a potential award winner is found to be ineligible to enter the Promotion or receive the award, (d) a potential award winner cannot or does not comply with the Official Rules, (e) a potential award winner's award notification or Affidavit is returned as undeliverable for whatever reason, or (f) a potential award winner fails to fulfill the Affidavit-related obligations, the potential award winner may be disqualified from receiving the award.

In the event of a dispute as to the identity of a potential award winner based on an email address, the award winner will be deemed to be the authorized account holder of the email address submitted at time of registration. For purposes hereof, an "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

(B) General Award Restrictions. All award-winning Resellers must be in in good financial standing with ScanSource at time of award in order to be eligible to receive award. In the event that award-winning Reseller is not in good financial standing with ScanSource at such times, award winner will forfeit award. Awards are non-transferable. Unless otherwise specifically provided for herein, all taxes or expenses, including, without limitation, expenses associated with the award, sales tax, luxury tax, and any other costs incurred in claiming or using any of the awards, are the sole responsibility of the award winner. No award substitution or cash equivalent of award, except at Sponsor's sole discretion, and then only for an award of equal or greater value. Any difference between the actual value of any award and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

## 6. GENERAL CONDITIONS.

- (A) This Promotion is subject to all federal, state and local laws and regulations. The laws of the United States of America shall be deemed to govern the Promotion.
- (B) Acceptance of award shall constitute and signify the award winner's agreement and consent that Sponsor may use award winner's name, address (city and state only), biographical data, voice, likeness, image, statements, and award information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and winner hereby releases Sponsor from any liability with respect thereto. (Canadian residents need not consent to, or sign any, publicity release.)
- (C) Participant, by participating, releases and agrees to hold harmless Sponsor and its parents, affiliates, subsidiary companies, advertising and promotion agencies, and agents and their respective directors, officers, employees, representatives and agents from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from participant's participation in this Promotion or in any Promotion related activity, or resulting from acceptance, possession, use or misuse of any award, or while traveling to and/or from a location as part of or to obtain or use an award. Without limiting the foregoing, all awards are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. (Any and all guarantees and warranties on merchandise awards are subject to the manufacturer's terms and conditions, and award winners agree to solely look to such manufacturers for any such warranty or guarantee claim.)
- (D) Sponsor and its parents, affiliates, subsidiary companies, advertising and promotion agencies, and agents and contest administrators and their respective directors, officers, employees, representatives and agents are not responsible for any typographical or other error in the printing of the Promotion, administration of the Promotion or in the announcement of the awards. Sponsor reserves the right to modify the Promotion rules, terms and conditions without materially affecting the terms and conditions of the Promotion.
- (E) Except where prohibited, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any award awarded, or the determination of the award winner(s) shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of South Carolina, USA and through the courts of Greenville County, South Carolina, USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket

costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for and participants hereby waive all rights to claim punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant or Sponsor in connection with this Promotion shall be governed by, and construed in accordance with, the laws of the State of South Carolina, USA without giving effect to any choice of law or conflict of law provisions.

- (F) If for any reason the Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the registration process, and to cancel, terminate, modify or suspend the Promotion.
- (G) Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, registrations. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or registration to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a participant's or any other person's computer relating to or resulting from participation in the Promotion or downloading any materials in the Promotion.
- (H) WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE (OR ANY SPONSOR WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.
- **7. SPONSOR.** The Sponsor of this Promotion is ScanSource, Inc., 6 Logue Court, Greenville, SC 29615 (USA). The administrator/operator of this Promotion is Sponsor.