

## LIBERTY ISC WEST AIRPOD RAFFLE RULES AND REGULATIONS

THE FOLLOWING RULES AND REGULATIONS (THE "RULES") APPLY TO THE APPLICABLE LIBERTY ISC WEST AIRPOD RAFFLE (EACH, A "RAFFLE"). PLEASE DO NOT ENTER THIS RAFFLE IF YOU ARE NOT LOCATED IN, AND A LEGAL RESIDENT OF, THE CONTINENTAL UNITED STATES, THE DISTRICT OF COLUMBIA OR CANADA. AND ENTRIES ORIGINATING FROM ANY OTHER JURISDICTION ARE NOT ELIGIBLE FOR ENTRY. YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE RAFFLE IF YOU ARE NOT LOCATED WITHIN THE CONTINENTAL UNITED STATES, THE DISTRICT OF COLUMBIA OR CANADA. ENTRY IN THIS RAFFLE CONSTITUTES YOUR EXPLICIT ACCEPTANCE OF THE RULES. VOID WHERE PROHIBITED BY LAW.

- 1. RAFFLE.** The Raffle is based on qualifying registrations submitted by you ("Participant") during the respective period designated by Liberty Wire and Cable, Inc. ("Liberty") in the applicable Raffle promotional materials (each, a "Raffle Period"). The Prize shall be based on qualifying registrations submitted during the applicable Raffle Period. Raffle registrations may not be transferred or combined with any other Raffle or assigned or transferred to other Participants.
- 2. ELIGIBILITY. NO PURCHASE NECESSARY. LIMITED TO ONE PARTICIPANT ENTRY SUBMISSION PER DAY. VOID WHERE PROHIBITED BY LAW. WHILE SUPPLIES LAST.** Open only to legal residents of the continental United States of America, the District of Columbia and Canada, who are 18 years of age or older at time of entry. Residents of Guam, Puerto Rico and all other U.S. territories and possessions are not eligible to enter this Raffle. Furthermore, employees, members, officers, officials, contractors or consultants of any federal, national, state, regional or local government agency, department, public authority or other public body are not eligible to enter or participate in this Raffle. Employees of Wesco Distribution, Inc., and its related companies, affiliates and subsidiaries, officers, directors, agents, and sales representatives, and their immediate family members (e.g., spouse, mother, father, sister, brother, uncle, aunt, nephew, niece, grandparent, in-law, daughter or son, regardless of where they live) and/or those living in the same household (whether or not legally related) are not eligible to enter. All applicable federal, state, and local laws and regulations apply. The Raffle is subject to Participant's adherence to the Rules.
- 3. HOW TO ENTER.** Participant must submit an entry registration during the respective Raffle Period, to be eligible to participate in the applicable Raffle. Registration submissions are limited to one per day. Raffle submissions, including all digital files and ancillary content, become the sole property of Liberty, will not be acknowledged or returned, and may be destroyed. All other attempts are void. Contact your local Liberty Representative for inquiries regarding enrollment for the Raffle. Raffle registrations may not be transferred or combined with any other Raffle or assigned or transferred to other Participants. Participant may opt out of the Raffle by replying "stop" to any electronic communication from Liberty at any point during the Raffle Period.
- 4. WINNER SELECTION. ODDS. NOTIFICATION.** Liberty will select from all eligible submission entries received the winners ("Winners") in a random drawing on the applicable Raffle winner selection date. Odds of winning depend on the number of eligible entries received for the applicable drawing. Drawing will be conducted by Liberty and/or Liberty's authorized representative. By entering the Raffle, Participants fully and unconditionally agree to be bound by the Rules and the decisions of the Liberty, which will be final and binding in all matters relating to the Raffle. To the extent permitted by law, Liberty, disclaims any liability from, and Participants, whether or not Winners, agree to waive, any claims against the Liberty relating to the awarding process. Liberty reserves the right to not declare any Winners if Liberty determines, in its sole discretion, that the submission materials received did not meet the minimum qualification standards.

Potential Winners will be notified by email or any other method in the Liberty sole discretion by the applicable date, and may be required to sign and return, where legal, a Declaration or Affidavit of Eligibility and Liability/Publicity Release ("Declaration/Release") within five (5) calendar days of Prize notification. If any potential winner is considered a minor in his/her jurisdiction of residence, Declaration/Release must be signed by his/her parent or legal guardian and such Prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. In the event (i) the Liberty's inability to contact Winner within five (5) calendar days of first notification attempt, (ii) any Prize or Prize notification is returned as undeliverable, (iii) any potential winner rejects his/her Prize, or (iv) noncompliance with these Raffle rules and requirements; then such Winner may be disqualified and the Prize will be forfeited, and an alternate Winner will be selected from all remaining eligible Participants. Should any winners be unwilling or otherwise unable to agree to the terms and conditions of these Rules or provide permissions and/or releases or otherwise cannot accept or receive the Prize for any reason, an alternate Winner may be selected instead. All income taxes on Prizes are Winners' responsibility. Upon Prize forfeiture, no Prize will be given.

Should a dispute arise regarding the identity of the Participant, the person who is both the "authorized email account holder" (based upon information submitted at the time the email account was created or updated upon registration for this Raffle) shall be considered the Participant. "Authorized email account holder" is defined as the primary person who is assigned an e-mail address by an Internet access provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide Liberty with proof that he/she is the authorized email account holder as described above.

5. **PRIZE.** Each submission made by a Participant during the applicable Raffle Period will constitute an entry. Winners will receive the prize(s) identified by Liberty in the applicable Raffle promotional material (collectively, the "Prize"). Certain restrictions may apply. The Prize is non-transferable, cannot be substituted and cannot be redeemed for cash. Certain restrictions may apply. In the case of unavailability of any Prize, Liberty reserves the right to substitute the Prize of equal or greater value, or to secure space at a different location or during different dates. All taxes and unspecified expenses are the responsibility of winners. No assignment, transfer, or substitution of Prize is permitted, except by Liberty in its sole discretion for a Prize substitute (or Prize component) of equal or greater value. Winner is responsible for any tax liability. All other specifics regarding the Prize, not mentioned herein, shall be determined by Liberty, in their sole discretion. If the Prize (or any part), are not claimed they will be forfeited, and an alternate winner may be selected. If an element of any Prize is unavailable for any reason, the remaining elements of Prize shall constitute full satisfaction of Liberty's Prize obligation to the Winner; and no further compensation will be awarded.
6. **DISQUALIFICATION.** False or misleading submissions and/or acts will render any Participant ineligible. Liberty, in its sole discretion, reserve the right to disqualify any Participant, if it commits or has committed any act, or has been involved or becomes involved in any situation or occurrence, which the Liberty deems likely to subject the Liberty or any Participant to scandal, ridicule, or contempt, or which reflects unfavorably upon the Liberty in any way. Such behavior may include, but is not limited to, (a) abusing, annoying, cyber-bullying, threatening, harassing or undermining, any other Participant, users, or Liberty's representatives; (b) deception, cheating, or any other unfair playing practices; (c) attempting to tamper or tampering with the operation of the Raffle; or (d) violating the Rules, conditions of use, terms of service, and/or general rules or guidelines of Liberty. If any Participant committed an act warranting disqualification, as determined by Liberty in its sole discretion, and after the applicable Participant have received notice of the Prize but before the Prize

is awarded, Liberty may withdraw the Prizes in their entirety. If a portion of Prizes have already been awarded, Liberty may withdraw the remainder of the Prize that has not been fulfilled. All decisions of the Liberty are final and binding in all matters related to this Raffle. Liberty is not responsible for any typographical or other error in the administration of the Raffle, Raffle promotional materials, printing of the offer, or in the announcement of the Prize. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL OR ANY OTHER PERSON TO DAMAGE OR UNDERMINE THE OPERATION OF THIS RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, LIBERTY RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND/OR DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Liberty's failure to enforce any term of these rules and regulations shall not constitute a waiver of that provision. Liberty is not responsible for lost, late, illegible, mutilated, misdirected, incomplete, or submissions not received for any reason. Liberty assumes no responsibility for any technical problems in conjunction with transmission or receipt of submissions including faulty electronic data transmission, traffic congestion on the Internet or on the web site, hardware or software, equipment failure or malfunction, or other on-line communications problems. Liberty reserves the right to cancel, suspend or modify the Raffle if fraud or technical failures compromise the integrity of the Raffle as determined by Liberty in its sole discretion, or any other reason in the Liberty's sole discretion. Liberty reserves the right, in its sole discretion, to modify, suspend, or cancel the Raffle and/or the Rules, at any time and without prior notice or fault of any kind. In addition, Liberty reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the purchasing process, recording of purchasing, or the operation of the Raffle or to be acting in violation of any law, the Rules, or acting in an unsportsmanlike or disruptive manner, or any other reason.

7. **TAXES.** Participants are responsible for all filings, documentation, and payment of income or local taxes related to the redemption of the Prize. Participants will receive the applicable tax forms reporting the fair market value of the Prize for federal, state and local income tax reporting purposes. Participants will also be required to provide a Federal Tax Identification Number (Employer Identification Number), Social Security Number or Individual Tax Number, as applicable, at the time of Prize redemption. In the event a Participant fails to provide a Federal Tax Identification Number, Social Security Number or Individual Tax Number, as applicable, at the time of Prize redemption, Participant will not be awarded the Prize. In the event Participant provides a false Federal Tax Identification Number, Social Security Number or Individual Tax Number, as applicable, at the time of Prize redemption, Participant will no longer be invited to participate in the Raffle.
8. **DATA COLLECTION.** Liberty may collect data from Participant when they register and participate in the Raffle. By participating in this Raffle, Participant hereby agrees to all data usage and disclaimers as explained in Liberty's privacy policy, published at [www.wesco.com](http://www.wesco.com), as updated by Liberty from time to time.
9. **LIMITATION OF LIABILITY. DISCLAIMER OF WARRANTIES.** BY PARTICIPATING IN THE RAFFLE AND/OR RECEIVING THE PRIZE, PARTICIPANT AGREES THAT LIBERTY, ITS SUBSIDIARIES, AFFILIATES, AGENTS, MEDIA PARTNERS AND RAFFLE PARTNERS OR EACH OF THEIR PARENT COMPANIES, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, RIGHTS, CLAIMS, AND CAUSE OF ACTIONS OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, WITH THE RAFFLE OR RESULTING, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION, ACCEPTANCE, POSSESSION, USE, OR MISUSE, OF ANY PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY OR DEFAMATION. By accepting the Prizes, the Winner agrees for itself and its' heirs, executors, administrators, assignees, customers, suppliers, and any

other applicable third-party to release the Released Parties from any and all liability, loss, penalty or damage arising from or in connection with the awarding, receipt, and/or use or misuse of any Prize, or participation in any Prize-related activities, to the fullest extent permitted by applicable law. Liberty reserves the right, at its sole discretion, to disqualify any individual who misrepresents and tampers with the submission process or the Raffle.

IN NO EVENT SHALL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DELAY DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, FROM CUSTOMER AND/OR PARTICIPANT'S PARTICIPATION IN THE RAFFLE AND USE OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, THE RAFFLE AND ANY PRIZE ARE PROVIDED "AS IS" AND "AS AVAILABLE" 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. PARTICIPANT MUST CHECK ITS LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Furthermore, Participant agrees for itself and Participant's heirs, executors and administrators: (i) to be bound by the Rules and the decisions of Liberty which shall be binding and final; (ii) to waive any right to claim ambiguity in the Raffle and/or the Rules, except where prohibited by law; (iii) to indemnify Liberty from any and all liability resulting or arising from the Raffle; and (iv) hereby acknowledge that Liberty has neither made nor are in any manner liable or responsible for any representation, warranty, or guarantee, express or implied, in law or in fact, relative to the Prize. Failure to comply with the Rules may result in disqualification from Raffle. Liberty waives any liability for failure to comply with any provision of these Rules resulting from force majeure, including but not limited to due tropical storms, floods, fires, strikes, lockouts, acts of God, pandemic or epidemic disease, terrorism, insurrection, war, government action or intervention outside of the control of Liberty (excepting compliance with applicable codes and regulations), or any other "force majeure" event will not be considered a breach of the Rules.

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants or by any of the equipment or programming associated with or utilized in the Raffle; (2) unauthorized human intervention in any part of the purchase tracking or the Raffle; (3) technical or human error which may occur in the administration of the Raffle, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Raffle or receipt or use of any Prize. Each Participant also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any Prize or this Raffle including but not limited to quality, condition or fitness for a particular purpose.

- 10. DISPUTE RESOLUTION AND CHOICE OF LAW.** Participants agree that (a): any and all disputes, claims, and causes of action arising out of or connected with this Raffle, or any Prize, or the determination of the Winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (b)

any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Raffle but in no event attorney's fees; and (c) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules, or the rights and obligations of the parties hereto in connection with this Raffle shall be governed by: (i) the laws of the Commonwealth of Pennsylvania, without regard for conflict of laws principles, for Participants located in the continental United States and District of Columbia, and (ii) the laws of the Province of Ontario and, where applicable, the federal laws of Canada, without regard for conflict of laws principles, for Participants located in Canada. Each of the parties hereto hereby accepts and irrevocably consents to all proceedings taking place in the exclusive jurisdiction and venue of the federal, state or local courts in and for (i) Allegheny County, Pennsylvania for Participants located in the continental United States and District of Columbia, and (ii) the state or federal courts located in Toronto, Ontario and shall not contest or challenge the personal jurisdiction or venue of such courts, for Participants located in Canada. If any provision of the Rules are found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING IN OR IN CONNECTION WITH THE RULES AND THE TRANSACTIONS CONTEMPLATED HEREIN.

- 11. PUBLICITY. USE OF LIKENESS.** Participants agree to be available for publicity purposes without compensation. Accordingly, Participants agree that by participating in the Raffle and/or accepting the Prize, Liberty may use their names, images, company logos, and company names in advertising and promotional material and to a photographer being present to document the winning experience. Copies of such photos will be made available to the Participants.
- 12. RULES REQUEST AND WINNER LIST.** For a copy of the Rules or the names of the Winners, send a self-addressed, stamped envelope to: Wesco Distribution, Inc., Attn: Marketing Department 225 West Station Square Drive, Suite 700 Pittsburgh, PA 15219 USA. Requests must be postmarked no later than sixty (60) days after the end of the Raffle Period.
- 13. SPONSOR.** Liberty Wire and Cable, Inc., Attn: Marketing Department 225 West Station Square Drive, Suite 700 Pittsburgh, PA 15219 USA.