

**THE**  
**“MOUSER’S MAKERPRO PRIZE DRAW (MAY)”**

**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 DESCRIPTION.** The Sweepstakes begins on or about 12:01 a.m. Central Standard Time (“CST”) on **2<sup>nd</sup> May 2024** and ends at 11:59 P.M. CST on **3<sup>rd</sup> June 2024** (the “**Promotion Period**”). By participating in the Sweepstakes, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Mouser Electronics, Inc. (“**Sponsor**”), 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, managers, officers or employees of Sponsor 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 Sponsor, nor members of their respective immediate families (spouses, domestic partners, parents, siblings and children) or persons living in the same households (collectively, the “**Promotion Entities**”). Entrants who reside in the following countries are not eligible for participation: Belgium, Brazil, Colombia, Russia, Portugal, Italy, Romania, Hong Kong, Singapore, North Korea, South Korea, Cuba, Thailand, Turkey, Australia, Saudi Arabia, Dubai, India, Japan, Mexico, Spain, Vietnam, The Philippines, Poland, Puerto Rico.

**VOID WHERE PROHIBITED BY LAW.** The Sweepstakes is void where prohibited or restricted by law.

**ENTRY PROCESS.**

To enter online, visit the website, <https://maker.pro/mouser/enter-to-win-a-diligent-analog-discovery-3-test-system> (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 Entry” to submit an entry form for the Sweepstakes.

All entries must be received by Sponsor by the end of the Promotion Period. The Website’s database clock will be the official timekeeper for the Sweepstakes. 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 Sponsor 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 at the time of entry. “Authorized account holder” is the natural person to whom the 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. A potential winner may be required to provide Sponsor 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 Sponsor’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 subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. 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.

Sponsor and 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 or by any technical or human error which may occur in the delivery or processing of entries in the Sweepstakes.

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

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.

**DISQUALIFICATION OF ENTRANT.** Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor 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, Sponsor 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.** The winner will be selected in a random drawing held at Sponsor’s business headquarters on or about **7<sup>th</sup> June 2024**, from all eligible submitted entries received during the Promotion Period. The odds of winning depend upon the number of eligible entries

received. The potential prize winner will be required to sign an Affidavit of Eligibility and Liability Release (the “**Prize Claim Documents**”).

**PRIZES.** **One (1) Prize** is available. Each participant has the chance to win one (1) **Diligent Analog Discovery 3 Test System** [Mouser part # 424-410-415] with an approximate retail value (“**ARV**”) of \$392.23 (€ 366.57).

The total combined ARV of all Prizes is \$392.23 (€ 366.57).

All expenses incurred in connection with the entry or the award or use of a Prize not expressly 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 Sponsor in its sole discretion. The Prizes are not redeemable for cash or transferable. No Prize substitutions are allowed except, at Sponsor’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.** Sponsor will attempt to notify potential winners within **14 days** of the drawing date through the contact information on the entry form. Sponsor 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) failure of a potential winner to execute and return the Prize Claim Documents within **7 days** from the date of notification; (ii) the return of any notification of a Prize as undeliverable; (iii) the potential winner’s failure to claim the Prize within **7 days** after notice of delivery; or (iv) 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, 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**.

**RIGHT TO CANCEL.** Sponsor reserves the right to cancel or modify the Sweepstakes (i) in the event the Sweepstakes is challenged by any legal or regulatory authority, (ii) if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Sweepstakes, as determined by Sponsor in its sole discretion, or (iii) if the Sweepstakes 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 Sponsor's control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes. 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 Sponsor 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.** Sponsor and the Promotion Entities expressly disclaim any liability from the use of registration information by Sponsor or third parties. Neither Sponsor nor the Promotion Entities are 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 or participating in the Sweepstakes or accepting a Prize.

**AMENDMENT.** Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes, or as required by law.

**PRIVACY.** Entry information may be shared with Sponsor's Promotional Entities to the extent required for prize fulfillment purposes. Except as expressly provided in these Official Rules, any entry information collected from the Sweepstakes shall be used in accordance with Sponsor's Privacy Policy, located at <http://www.mouser.com/privacypolicy>. By participating in the Sweepstakes, each entrant agrees that Sponsor may collect and use an entrant's personal information submitted with the entry, and acknowledges that the entrant has read and accepted the Sponsor's Privacy Policy which provides, without limitation, certain information about how Sponsor collects, uses and shares personal information and the rights an entrant may have regarding an entrant's personal information.

For EU residents, 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 Sponsor and the Promotion Entities and their owners, directors, managers, officers, 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 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 Sponsor, 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 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 an 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 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.

**FORCE MAJEURE.** Neither Sponsor nor the Promotional Entities are responsible or liable to any entrant or winner or any person claiming through such entrant or winner for the inability to enter or participate in the Sweepstakes, or for failure to supply or the inability to accept or use the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sponsor's or the Promotion Entities' control.

**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.

**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 SPONSOR IN CONNECTION WITH THE SWEEPSTAKES 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 **14<sup>th</sup> June 2024** and no later than **14<sup>th</sup> July 2024** by sending a self-addressed, stamped envelope to: "Mouser Electronics, Inc." Sweepstakes (Prize Draw), c/o Mouser Electronics, Inc., Hybrid.M Building, Georg-Brauchle-Ring 53, 80992 Munich GERMANY. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: "**MOUSER'S MAKERPRO**

**PRIZE DRAW (MAY)**” Sweepstakes (Prize Draw), c/o Mouser Electronics, Inc.” Sweepstakes (Prize Draw), c/o Mouser Electronics, Inc., Hybrid.M Building, Georg-Brauchle-Ring 53, 80992 Munich GERMANY. Requests received after the close of the Promotion Period will not be honored.

SPONSOR. Mouser Electronics, Inc., Hybrid.M Building, Georg-Brauchle-Ring 53, 80992 Munich GERMANY.

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