

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A purchase or payment will not improve your chances of winning. The **FASTER. SMARTER With U-WAVE CONTEST** (the "Contest") entry period begins at 12:01 AM Eastern Time ("ET") on **FEBRUARY 17, 2020** and ends at 11:59 PM ET on **April 10, 2020** (the "Entry Period"), when all entries must be received. Eastern Time shall control for all purposes of this Contest. Sponsor's clock shall be the official timekeeper for the Contest. The Contest is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. Void where prohibited.

1. Eligibility. The Contest is open only to legal residents of the 50 United States, who are 18 years of age or older at the time of entry. Proof of residency and age may be required. Employees of MSC Industrial Direct Co., Inc., its subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.

2. How to enter. To enter the Contest, during the Entry Period:

- (1) visit <http://www.mscdirect.com/bettermro> (the "Website");
- (2) log in to the user forum section of the Website by using your existing username/password or by registering to create an account (which is free to create); and
- (3) navigate to the Project Space Forum and publish a post explaining how you'd use the following Mitutoyo products in your shop, including the required hashtag #Contest in your post (a "Post"): Mitutoyo Caliper U-Wave Fit Transmitter Connector, Mitutoyo Digital Caliper, Mitutoyo Caliper U-Wave Fit Transmitter and Mitutoyo U-Wave Receiver.

The Post must comply with the forum community rules and regulations and must also comply with the Post Requirements set forth below to be eligible for entry. By submitting a Post in compliance with these Official Rules, you will receive one (1) Entry. No product purchase is required for entry. Although it is free to enter the Contest, if you participate in the Contest using your mobile device, standard data and message charges may be incurred. **ALL ONLINE ENTRIES MUST BE SUBMITTED BY 11:59 PM ET ON April 10, 2020.** Entries are limited to one (1) per individual. Entries in excess of this limitation will be disqualified. Entries will be deemed to have been submitted by the authorized account holder of the email address associated with the registered Website account from which the Post was submitted. "Authorized account holder" is

defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Entering or attempting to enter the Contest multiple times through the use of multiple email addresses or accounts or the use of any robotic or automated devices to submit entries is prohibited and any such entries will be deemed void and disqualified.

3. Post Requirements. The Post must comply with the following requirements: (i) the Post must be written in English; (ii) other than the Sponsor, the Mitutoyo products, and the Sponsor or Mitutoyo brands and/or logos, the Post may not show, contain, mention, depict, refer or otherwise allude to the name, logo or product of any other retailer, manufacturer, brand, product, store, place of business, person, company or character; (iii) the Post must be entrant's own original work, created solely by entrant and not created professionally; must not have been previously published, released or distributed in any form; must not have won any award; may not contain any third party artistic work, including but not limited to, music or art; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (iv) the Post may not contain, mention, refer or otherwise allude to any material, subject or otherwise that is violent, lewd, vulgar, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material; (v) the Post cannot display or promote nudity, religion, alcohol, illegal activity, drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; (vi) the Post cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, Mitutoyo, Sponsor's or Mitutoyo's brands or products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (vii) the Post cannot contain any personal identification, such as personal names, email addresses or street addresses, without express permission; (viii) the Post cannot depict and cannot itself be in violation of any law; and (ix) the Post must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to take down and/or disqualify any Post that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.
4. Grant of Rights. Each entrant into the Contest hereby irrevocably grants Sponsor a non-exclusive, non-transferable, royalty-free perpetual right and license to use and display its Post, in whole or in part, for any and all purposes in any and all media channels without limitation, worldwide and without additional compensation, notice or approval from entrant. Each entrant further agrees to execute any and all documents deemed necessary

or otherwise required by Sponsor, if any, as determined by Sponsor in its sole discretion, to effectuate such grant. If entrant is a minor in his/her state of legal residence, said grant of rights must be given by said minor's parent or legal guardian on their behalf.

5. **Representations and Warranties/Indemnification.** Each person who enters this Contest represents and warrants as follows: (i) entrant has obtained any and all necessary permissions and releases required to submit the Post and for Sponsor's right to use the Post for any purpose; (ii) the Post is owned by entrant and has not been previously published, distributed or otherwise exploited; (iii) the Post is wholly original with entrant and, as of the date of submission, the Post is not the subject of any actual or threatened litigation or claim; (iv) the Post does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; and (v) the Post does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous. Each entrant (or, if a minor, such minor entrant's parent/legal guardian on its behalf) hereby agrees to indemnify and hold the Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
6. **Prize.** Five (5) winners will each receive: (1) Mitutoyo Caliper U-Wave Fit Transmitter Connector (ARV \$70.00); (1) Mitutoyo Digital Caliper (ARV \$188.00); (1) Mitutoyo Caliper U-Wave Fit Transmitter (ARV \$190.00); and (1) Mitutoyo U-Wave Receiver (ARV \$499.00). All federal, state and local taxes on the prize are the sole responsibility of each winner. Any prize or portion of a prize not accepted, unclaimed or unused by a winner will be forfeited and will not be substituted. No transfer, refund, cash redemption, substitution or replacement of prize permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). ARV of prize is in U.S. dollars. The prize will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND either expressed or implied.
7. **Winner Selection; Odds of Winning.** At the conclusion of the Entry Period, Sponsor will select five (5) potential winners from all eligible entries received based on the following judging criteria: (1) originality; (2) creativity; and (3) quality of the Post. Winners are subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor in its sole discretion. Odds of winning will depend upon the nature, quality and total number of eligible entries received. Decisions of Sponsor are final and cannot be appealed.

8. Winner Notification. The potential winners will be notified using the information submitted with the potential winner's MSC account or mail-in Entry, as applicable, and may be required, in Sponsor's discretion, to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") within the time frame or by the date specified in notification or (an) alternate winner(s) may be selected. If a potential winner is under the age of majority in its state of legal residence, the Affidavit must be executed on its behalf by its parent or legal guardian. In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in the entry form or winner notification or Affidavit is returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) a potential winner is found to be ineligible to enter the Contest or receive the prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received.
9. Publicity Release; Use of Personal Information. Except where prohibited or restricted by law, a winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name, city and state of residence, Post (in whole or in part), photographs or other likenesses, pictures, portraits, video, or voice, or testimonials, biographical information, and/or statements made by winner regarding the Contest, Sponsor or its products, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. By entering the Contest, entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Contest and awarding the prize. In addition, by entering, entrants agree to Sponsor's use of entrant's personal information as described in its privacy policy at <https://www.mscdirect.com/customer-service/privacy-policy>. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. Sponsor is not responsible for disclosures made by any third party. Entrants may subsequently opt-out of receiving further emails as set forth in Sponsor's privacy policy. All entries become the property of Sponsor upon receipt and will not be acknowledged or returned.
10. No Tampering; Right To Cancel; Modify. Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors

shall not have any obligation, responsibility or liability, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to, inactive email accounts or an entrant's failure to monitor its email account; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of a winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any Contest or prize related activities; or (h) any typographical or other error contained in the Official Rules or other Contest-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple email addresses or accounts or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest promotion, including the entire Contest promotion, and/or modify the Contest and/or award the prizes based upon the judging criteria set forth in these Official Rules from all eligible entries received as of the termination date. If the Contest is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Entry Period, in Sponsor's discretion, notice may be posted at the Website.

11. Release of Liability; Disclaimer of Warranty; Forum Selection Clause. By participating in the Contest, entrants and winners agree to release and hold harmless Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Contest, or possession, acceptance and/or use or misuse of the prize or participation in any Contest-related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how

caused, relating to or resulting from entering or downloading materials or software in connection with this Contest. Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest, shall be resolved individually, without resort to any form of class action, and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. In addition, any dispute relating to the Contest (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter, located in Nassau County, State of New York or in and for the Eastern District of New York. Entrants and winners hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have. Any and all claims, judgment and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and under no circumstances will entrants or winners be permitted to obtain awards for, and entrants and winners hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and further waive any and all rights to have damages multiplied or otherwise increased.

12. Sponsor: MSC Industrial Direct Co., Inc., 75 Maxess Road, Melville, New York 11747.
13. Winner List. To obtain a copy of the winner's list, available after April 30, 2020, send a self-addressed, stamped envelope to: **FASTER. SMARTER With U-WAVE CONTEST**, MSC Industrial Direct Co., Inc., 75 Maxess Road, Melville, New York 11747, for Sponsor's receipt by May 31, 2020.