

Avery Dennison® MPI 1105 Satisfaction Guarantee Promotion Terms & Conditions

Official Rules

These are the Official Rules (“Official Rules”) of Avery Dennison Corporation’s (“Avery Dennison”) MPI 1105 Satisfaction Guarantee Promotion (“Promotion”). Please read these Official Rules of the Promotion. You must agree to accept and comply with the Official Rules to participate in the Promotion and be eligible to make a Claim (described below). To submit a Claim all Instructions must be followed.

ELIGIBILITY:

The Promotion is open only to installers and owners of shops that apply vinyl wrapping film (each, a “Shop”) located in the 50 United States and the District of Columbia (“U.S.”) and Canada (excluding Quebec) who (i) are at least the age of majority in their jurisdiction of residence or the age of capacity to contract in their jurisdiction of residence during the Promotion Period purchase a Product during the Promotion Period; and (iii) have not purchased any Products (“Participant”) after January 31, 2020. Employees, directors, and officers and their immediate families (spouses and siblings, parents, and children, and their spouses) and household members of Administrator, Avery Dennison, its parent companies, subsidiaries and affiliates, distributors, dealerships, and companies involved in the implementation and execution of the Promotion may not enter and are not eligible to submit a Claim. The Promotion is void outside of the eligible countries and where prohibited by law.

PROMOTION PERIOD:

The Promotion begins at 12:00 AM Pacific Standard Time (“PST”) April 3, 2023, and ends at 11:59 PM PST July 31, 2023. (“Promotion Period”). Avery Dennison’s computer time clock is the official timekeeper for the Promotion. Products must be purchased during the Promotion Period in order for Participant to submit a Claim.

PROMOTION INSTRUCTIONS:

1. There is a limit of one (1) Claim per Participant Shop.
2. Purchase at least one (1) roll of MPI 1105, MPI 1105 EZ or MPI 1105 Easy Apply (™) RS (“Products”) from an Avery Dennison approved distributor during the Promotion Period.
3. Install the correct ICC color profiles <https://avery-us.color-base.com/> that matches your RIP software, printer, ink and Avery Dennison media, to achieve consistent color and crisper images.
4. Print desired graphic and install on substrate following the instructions found on the official product data sheet. <https://graphics.averydennison.com/content/dam/averydennison/graphics/na/en/documents/Product-Data-Sheets-NA-ONLY/DIM/Supercast/MPI-1000/pds-mpi-1105-sc-series.pdf>

CLAIM INSTRUCTIONS

If a Participant is not satisfied with the installation and print quality and after the Promotion Instructions above are properly followed, a claim (“Claim”) can be submitted to <https://graphics.averydennison.com/en/home/contact-us/mpi-1105-ez-rs-submit-a-claim.html> for a full refund in the form of a check equal to the Price paid for (1) roll of the applicable Product purchased (“Refund”). “Price” means the price of one (1) roll of the applicable Products, excluding shipping, handling, and taxes. All fields of the Claim form found at the link above must be completed in order for a Claim to be valid. Claims must be submitted by August 31, 2023.

AGREEMENT TO THE OFFICIAL RULES AND OTHER CONDITIONS:

By participating in the Promotion, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Avery Dennison, which are final and binding in all matters related to the Promotion. Receiving a Refund is contingent upon fulfilling all requirements and following all Instructions as set forth herein.

Claims will be considered made by the authorized account holder of the email address used to submit the Claim. The authorized account holder is the natural person or business who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning such addresses. Avery Dennison is not liable for lost, late, misdirected, or corrupted Claims whether due to a technical error or otherwise. If your Claim does not meet the criteria herein, your Claim may be ineligible at Avery Dennison’s discretion.

CLAIM ACCEPTANCE:

After review of the Claim and verification by Avery Dennison’s quality control department, in its sole discretion, that all Official Rules and Promotion and Claim Instructions have been followed, the Claim will be approved.

ACCEPTANCE NOTIFICATION:

Upon approval of the Claim, a member of the Avery Dennison team will contact the Participant that submitted the Claim. A Refund will be processed within 90 days in the form of a check and issued to the authorized account holder.

GENERAL CLAIM RESTRICTIONS:

Under no circumstances is Avery Dennison responsible for any payment beyond the Refund amount listed above. Any additional expenses or items that are not specifically listed in the claim descriptions above and any costs incurred in accepting or using the Products are not included and are the sole responsibility of the authorized account holder. All Refunds will be mailed to the authorized account holder at the address provided in the Claim email. Claims and/or Refunds may not be transferred or assigned. No cash or other substitution may be made, except at Avery Dennison’s sole discretion.



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GENERAL CONDITIONS / RELEASE:

In consideration of the ability to participate in the Promotion, Participant agrees to (a) release Avery Dennison, Administrator, and their respective directors, officers, agents, and employees from any and all liability for any claims, costs, injuries, losses, or damages of any kind caused by (i) Participant's participation, including the unauthorized or illegal access to personally identifiable or sensitive information; (ii) Avery Dennison's sponsorship or administration of the Promotion; and (iii) Participant's and/or any third party's use of the Refund; (b) acknowledge that Avery Dennison has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Claim. Neither Avery Dennison nor any service providers are responsible for incorrect or inaccurate transcription of Claim information, or for any human, technical, or other error or malfunction related to or resulting from participation in this Promotion. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE PROMOTION PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AVERY DENNISON RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Avery Dennison reserves the right at its sole discretion to disqualify any suspect Claim and/or to cancel, terminate, modify or suspend the Promotion at any time. In the event of any cancellation, termination, or suspension, notice thereof will be posted at <https://graphics.averydennison.com/en/home/contact-us/mpi-1105-ez-rs-submit-a-claim.html>. Normal internet access and/or mobile device usage charges imposed by your internet or mobile service provider will apply.

PRIVACY:

Avery Dennison respects your right to privacy. Personal information collected from Participants will only be used by Avery Dennison and its agents to administer the Promotion and in any other way disclosed to the Participant. By submitting a Claim, Participants agree to the processing of their personal data by Avery Dennison or its agents for the administration of the Promotion. For more information regarding Avery Dennison's general manner of collection, use, and disclosure of personal information, please see Avery Dennison's Graphics Solutions' privacy policy at <https://www.averydennison.com/en/home/legal-and-privacy-notices.html>. To the extent there is any conflict between these Official Rules and the online privacy policy, the terms of these Official Rules shall prevail.

DISPUTES:

Participants agree that (a) any and all disputes, claims, and causes of action arising out of, or connected with, the Promotion or any Refund issued shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Lake County, OH; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will Participants be permitted to obtain awards for, and the Participant hereby waives all rights to, claim punitive, incidental, consequential, and any other damages, other than 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 these Official Rules, Participant's rights and obligations, or the rights and obligations of Avery Dennison in connection with the Promotion, and all disputes arising out of or related to the Promotion, shall be governed by, and construed in accordance with, the laws of the state of Ohio without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ohio.

SPONSOR AND ADMINISTRATOR:

The Promotion is sponsored by Avery Dennison Corporation, 8080 Norton Parkway, Mentor, OH 44060, and administered by Marketing Support Services, Inc ("Administrator").

