

Troy-Bilt Garden Whiz Quiz 2020 Official Contest Rules

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. Eligibility

The Troy-Bilt *Garden Whiz Quiz* (the “Contest”) is open to legal residents of Canada (excluding Quebec) who have reached the age of majority in their province or territory at time of entry. An employee, representative or agent of Troy-Bilt Canada, affiliated agencies, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, as well as immediate family (spouse, parents, siblings and children) and household members of each such employee, representative or agent are not eligible to enter or win a prize. The Contest is subject to federal, provincial and local laws and regulations.

2. Sponsor

This Contest is sponsored by Troy-Bilt Canada with its principal office located at 97 Kent Ave, Kitchener, ON N2G 3R2.

3. Agreement to Official Contest Rules

Participation in this Contest constitutes entrants’ full and unconditional agreement to and acceptance of these Official Contest Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent on being compliant with these Official Contest Rules and fulfilling all other requirements as set forth herein.

4. Contest Period

The Contest begins on April 15, 2020 at 12:01 a.m. EST and ends on July 28, 2020 at 11:59 p.m. EST (the “Contest Period”). Entries that are submitted before or after the Contest Period are not valid. Submissions will be accepted for the duration of the Contest Period using any of the methods outlined below.

5. How to Enter

Entrants may enter online through the Contest microsite quiz.troybilt.ca during the Contest Period by completing and submitting a contest entry form. Limit one (1) entry per person through the duration of the Contest Period. All entries become the property of the Sponsor and will not be acknowledged or returned.

6. Contest Prize

Grand Prize: ONE (1) GRAND PRIZE \$200 PREPAID MASTERCARD. TOTAL VALUE: \$200.00 CDN

Within the stated time period, the potential winner must execute the Sponsors' Declaration of Eligibility and Liability/Publicity Release prior to the prize being awarded. See below for details about this form.

All other expenses not specifically included above are the sole responsibility of the winner.

Without limiting the generality of the foregoing, the following general conditions apply to the prize: (i) prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may otherwise be specifically permitted by Sponsor in its sole discretion); (ii) Sponsor reserves the right at any time to substitute the prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but at the Sponsor's sole discretion, a cash award; and (iii) by accepting the prize, the winner agrees to waive all recourse against the Sponsor if the prize or a component thereof does not prove satisfactory, either in whole or in part.

The winner assumes any and all liability for any injury or damage caused, or claimed to be caused, by entering or participating in this Contest or the use or redemption of the prize. All federal, provincial, territorial, local, and other applicable taxes are the sole responsibility of the winner. The prize or any portion thereof cannot be combined with other discounts, promotions or special offers.

7. Prize Drawings

On **July 31, 2020 at 10:00 a.m. EST** at **201-205 Horton Street E., London, ON**, Sponsor or its administrator will randomly select one (1) potential winner of the Grand Prize from all eligible entries received during the Contest Period.

Odds of winning depend on the number of entries received during the Contest Period. Selected potential winners must be in compliance with all of the Official Contest Rules, in the Sponsors' sole discretion, in order to claim his/her prize.

By entering this Contest, entrants authorize the Sponsor to use, as required, his/her name, photograph, place of residence, voice and/or statement in connection with any prize, for advertising purposes, without further notice, remuneration or compensation of any kind.

In order to be declared a winner and prior to receiving the prize, selected entrants must sign the Sponsor' Declaration of Eligibility and Liability/Publicity Release Form, which shall be completed and returned as required by the Sponsor and requires the potential winner to: (i) confirm compliance with all Official Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related

and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the “Released Parties”) from any liability for any injuries (including death), losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from the prize, including the acceptance, possession, misuse or use of the prize, or the merchandise for which it is redeemed, or resulting from entry or participation in this Contest, including, without limitation, access to and use of the contest website; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by the entrant with any of the Official Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of a prize and the use of the entry by Sponsor. Potential winners must also correctly answer a time-limited mathematical skill-testing question to be administered by telephone or email at a mutually convenient time in order to be declared a winner.

Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person’s ability to participate in the Contest or be awarded a prize, including, but not limited to, human error, technical malfunctions, lost or delayed entries for any reason, omission, or any combination thereof, and entries which fail to fully comply with these Official Contest Rules; (ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or other Contest forms; (iv) injury or damage to the entrant’s computer or to any other individual’s computer related to or resulting from participating in, or downloading any material regarding, the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer “hackers” or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

8. Winner Notification

The potential winner will be notified via email within **two (2) business days** of the draw and up to a maximum of two (2) times. If a potential winner does not respond as indicated in the notice within two (2) days of the notice or attempted notice, that potential winner forfeits his/her potential prize. In the event that a potential winner is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner by a random draw from all the remaining eligible entries received during the Contest Period. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

Within six (6) weeks of the successful prize drawing, the Grand Prize will be delivered to the winner.

9. Other Conditions

Termination: Sponsor reserves the right to terminate, modify or suspend the Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all eligible entries previously received during the Contest Period.

Publicity and entrant information: By participating in the Contest, entrants consent to the use of their name, address, postal code, telephone number, social media handles, social media comments and image, whether on videotape or photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation. Information collected from entrants is subject to the Sponsor's privacy policy, available at: <https://www.troybilt.ca/equipment/en/troybiltcanada/privacy-policy>. Names collected for this Contest will not be sold to any third party nor used in any other way without consent.

Governing law and disputes: The Contest is void where prohibited by law. Except where prohibited by law, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any kind of class action, and exclusively by the appropriate court. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ontario, without giving effect to any choice of law or conflict of law rules.

Rule amendments: The Sponsor reserves the right, in their sole discretion, to amend or modify these Contest Official Rules, without prior notice for any reason whatsoever, including, without limitation, in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual property: All intellectual property, including, but not limited to, trade-marks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations, is owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited. Sponsors' marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.