



BUILT FOR LIFE.®

BLOW OFF WINTER

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

This **TROY-BILT® BLOW OFF WINTER** ("Giveaway") is sponsored by Troy-Bilt® Canada, a Division of Stanley Back & Decker Canada Corporation, with its principal place of business at 97 Kent Avenue, Kitchener, ON N2G 3R2 Canada ("Sponsor"). The entry period is from October 17, 2022, 12:01 am Eastern Time ("ET") through December 20, 2022, 11:59 pm ET (the "Entry Period"). Sponsor's clock is the official Giveaway timekeeper. By entering this Giveaway, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and decisions of Sponsor which shall be final and legally binding in all respects. Each entrant understands that they are providing their information to Sponsor, and the information provided will be used in accordance with Sponsor's privacy policy <https://www.troybilt.ca/en/privacy-policy-test/privacy-policy.html>. Should there be conflict between Sponsor's privacy policy and these Official Rules, these Official Rules shall govern. Any personally identifiable information collected during an entrant's entry in this Giveaway will be collected by Sponsor or its designee and used by Sponsor and/or its designees for purposes of the proper administration, fulfillment, publicizing and promotion of this Giveaway as described in these Official Rules, as stated in Sponsor's privacy policy or as otherwise expressly consented to by entrant during any separate opt-in opportunity provided to entrant during this Giveaway. If an entrant does not fully agree to the terms of the Privacy Policy, such entrant should not enter this Giveaway. Limit of one (1) Entry per person; one (1) Winner to be declared; and one (1) prize total to be awarded. Subject to federal, province, territory and local laws and regulations. Void where prohibited.

1. ELIGIBILITY: This Giveaway is open only to persons who are legal residents in Canada (excluding Quebec), and at least the age of majority in their Province or Territory of residence, Employees, their immediate families (spouse, domestic partner, children, siblings, parents, grandparents, grandchildren and step family members) and/or people living in the same household (related or not) of Sponsor, Troy-Bilt® Canada, a Division of Stanley Back & Decker Canada Corporation, or their affiliates (individually and collectively, ("Giveaway Entities")) are not eligible to enter.

2. HOW TO ENTER: During the Entry Period, Entrants must enter this Giveaway, as follows:

- (1) Visit <https://www.quiz.troybilt.ca>;
- (2) Take the Quiz;
- (3) Complete and Submit Giveaway Entry Form; and
- (4) Agree to the Official Rules and Terms of Use

ALTERNATIVE METHOD OF ENTRY ("Mail-In entry") -- NO PURCHASE NECESSARY TO ENTER OR WIN.

Entrants may enter this Giveaway by doing the following:

- (1) Complete a card by providing your name, Canada street mailing address and email address;
- (2) Mail your completed card to 201-205 Horton Street E., London ON, N6B 1K7, Attn: Cheryl'n Almeida and include Troy-Bilt® Blow Off Winter Quiz on the outer envelope;
- (3) Mail-In entries must be postmarked during the Entry Period and received by Sponsor at the above address no later than 11:59: PM ET on December 20, 2022;
- (4) Full responsibility for the proper postage rests solely with entrant (you);
- (5) Mail-In entries must be submitted by entrant (you) and contain all required information;
- (6) Limit of one (1) Mail-in entry per entrant;
- (7) Troy-Bilt® Canada is not responsible for any lost, late, damaged, incomplete, misdirected or illegible Mail-in entries; and
- (8) Proof of sending or submission will not be deemed to be proof of receipt of any Mail-in entries by Troy-Bilt® Canada.

Limit of one (1) Entry per person one (1) Entries must be entered one time and once an entrant submits their Entry, it cannot be changed. Entries will be reviewed for content by Sponsor and Sponsor reserves the right to remove any entry, in its sole and absolute discretion. Entry in this Giveaway constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image and Entry for purposes of advertising, promotion and publicity in all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval. All Entries become the property of Sponsor and will not be returned and may not be acknowledged. If Sponsor determines that an entrant has entered this Giveaway more than once, such entrant's first Entry will be the only valid Entry and the other entries will be voided. If this Giveaway is not completed in accordance with these Official Rules, including if the entry does not contain the required subject criteria, the entrant's entry will be voided. Entries made by any other individual or any entity, including but not limited to commercial Giveaway subscription notification and/or entering services, will be declared invalid and disqualified for this Giveaway. Tampering with the entry process or the operation of this Giveaway is prohibited and any entries deemed by Sponsor, in its sole and absolute discretion, to have been entered in this manner will be void. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the individual named on the survey or mail-in entry used to enter will be deemed to be the entrant. An entry will be disqualified if it is forged, falsified, altered or improperly tampered with in any way.

3. RANDOM DRAWING: The random drawing will be held on January 5th, 2022 at 10:00 am EST at 201-205 Horton Street E., London ON. The one Entry drawn will be declared the potential "Winner". Entrants are not required to be present to win. Odds of winning depend on the total number of Entries received. AN ENTRANT IS NOT THE OFFICIAL WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN ADVISED BY SPONSOR THAT VERIFICATION IS COMPLETE.

4. NOTIFICATION / PRIZE ACCEPTANCE: The potential Winners will be notified by Sponsor via email within 5 business days after the drawing is held. **The potential Winner must accept the prize by returning to Sponsor a completed and personally signed Affidavit of Eligibility and Liability/Publicity Release within five (5) business days of Sponsor's first notification attempt -- failure to do so will result in forfeiture of the prize.** Sponsor shall have no liability for any notification that is not received by the potential Winner for any reason. If the potential Winner does not respond to notification and accept the prize as required herein or if prize notification is returned as unclaimed or undeliverable, such potential Winner will be disqualified and forfeit prize. If the potential Winner is found to be ineligible, has not complied with these Official Rules or declines the prize such potential Winner will be disqualified and forfeit prize. If the potential Winner is disqualified or forfeits prize, Sponsor may, *but shall not be required to*, select an alternate potential Winner from amongst all remaining eligible Entries.

5. PRIZE: The prize to be awarded is:

A Troy-Bilt® 2-Stage Storm 2435 Snow Blower (31AM5CP2563)

APPROXIMATE RETAIL VALUE: \$1599.00 CDN

The prize is non-assignable and non-transferable and has no credit or cash value. Sponsor reserves the right, in its sole and absolute discretion, to substitute the prize for one of equal or greater value, for any reason. The Winner should allow up to eight (8) weeks before the prize is shipped to them after they have been declared the official Winner by Sponsor. The prize will be mailed to the Winner's Canadian street mailing address (cannot ship to a post office box) via regular ground mail. The prize ARV represents Sponsor's good faith determination, is final and binding and cannot be challenged or appealed. All income and other taxes (province, territory and local) on the prize are the sole responsibility of the Winner. **THE WINNER IS ADVISED TO SEEK INDEPENDENT COUNSEL REGARDING THE TAX IMPLICATIONS OF ACCEPTING THE PRIZE.**

6. PUBLICITY RELEASE: Acceptance of the prize constitutes the Winner's permission for Sponsor to use the Winner's name, photograph, video, image, likeness, voice, biographical information, statements, testimonial (in whole or part), prize information and address (province and territory) (collectively, "Attributes") for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and the Winner releases Sponsor from all claims arising out of the use of such Attributes.

7. ENTRY CONDITIONS AND RELEASES: By entering this GIVEAWAY, EACH ENTRANT AGREES for entrant and for entrant's heirs, executors, administrators, representatives, insurers and assigns: **(A)** to release and hold harmless and indemnify the Giveaway Entities, Giveaway prize suppliers and all individuals and entities involved in fulfilling, administering, advertising or promoting this Giveaway and each of their respective past and present officers, directors, parent companies, subsidiaries, affiliates, employees, representatives, licensees and agents (collectively, "**Released Parties**") from any and all claims, expenses, liabilities, personal injury, death, illness, property loss, litigation or damages of any kind to persons and/or property (including but not limited to invasion of privacy under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights) that may occur, directly or indirectly, whether caused by negligence or not, arising out of such entrant's entry in Giveaway and/or such entrant's acceptance, possession, use and/or misuse of the prize; and **(B)** to indemnify, defend and hold harmless Released Parties from and against any and all claims, expenses and/or liabilities arising out of or relating to such entrant's entry in this Giveaway and/or entrant's acceptance, use and/or misuse of prize. **Released Parties are not responsible for, and each entrant hereby releases the Released Parties** from, any claims arising from: (i) lost, late, illegible, mutilated, misdirected, damaged, corrupted, inaccessible, inaccurate or incomplete entries, entries not received by the time designated for the Entry Period; (ii) technical failures of any kind, including but not limited to the malfunctions or interruptions of any computer, equipment, cable, network, hardware or software, programming, or technical problems or traffic congestion on the Internet; (iii) unauthorized human intervention in the entry process or technical or human error which may occur in the administration of or processing of Entries in this Giveaway; (iv) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, including which may be caused, directly or indirectly, in whole or in part, from entrant's entry in Giveaway; and (vi) theft, tampering, destruction, or unauthorized access to, or alteration of entries. Sponsor is not responsible for any electronic or typographical errors in the printing, advertisement or reproduction of these Official Rules, in any advertisement or promotional material related to this Giveaway (print or online) or in administration of this Giveaway including but not limited to depiction of the prize or announcement of the Winner.

8. DISQUALIFICATION/FORCE MAJEURE. Sponsor reserves the right to modify, extend or terminate this Giveaway if it determines, in its sole discretion, that this Giveaway is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of this Giveaway as contemplated herein. If an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding the prize or continuing with this Giveaway as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, or any federal, province, territory, state or local government law, order, or regulation, public health crisis, pandemic (e.g. Coronavirus/Covid-19), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, extend or terminate this Giveaway. If this Giveaway is terminated before the designated end date, Sponsor will (if possible) select the potential Winners in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

9. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or the prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 these Official Rules shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to any choice of law or conflict of law rules (whether of Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

10. OFFICIAL RULES: To obtain these Official Rules, send a self-addressed envelope to 201-205 Horton Street E., London ON, N6B 1K7, Attn: Cheryl'n Almeida. All such requests must be received by December 20, 2022.