

DEWALT TOUGH IN THE NORTH™ SWEEPSTAKES - 2020
RULES & REGULATIONS

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY
LAW OR REGULATION.**

This DEWALT *Tough in the North™* Sweepstakes – 2020 (“Sweepstakes”) is sponsored by DEWALT Division of Stanley Black & Decker Canada Corporation, 6275 Millcreek Drive, Mississauga, Ontario L5N 7K6 Canada (“DEWALT”). The entry period starts on September 1, 2020 at 12:00:00 A.M. Eastern Time (“ET”) and ends on October 31, 2020 at 11:59:59 P.M. ET (“Entry Period”). All Entries (defined below) must be entered during the Entry Period, and all Mail-In Entries must be received by DEWALT by November 4, 2020. A maximum of one (1) Entry per entrant, per day (per postmarked date for the Mail-In Entries) during the Entry Period. Entry in this Sweepstakes does not constitute entry into any other contest or promotion. DEWALT will be the official timekeeper for this Sweepstakes. **By entering this Sweepstakes, each entrant fully and unconditionally accepts and agrees to comply with and abide by these Rules & Regulations (also referred to herein as “Official Rules”) and the decisions of DEWALT which shall be final and legally binding.** Each entrant understands that they are providing their information to DEWALT and the information provided with this Sweepstakes will be used in accordance with DEWALT’s privacy policy (found on HYPERLINK "<http://www.DEWALT.ca>" www.DEWALT.ca). Should there be conflict between DEWALT’s privacy policy and these Official Rules, these Official Rules shall govern. Any personally identifiable information collected during an entrant’s entry in this Sweepstakes will be collected by DEWALT or its designee and used by DEWALT or its designee for purposes of the proper administration, fulfillment, as described in these Official Rules, as stated in DEWALT’s privacy policy or as otherwise expressly consented to by entrants during any separate opt-in opportunity provided to entrants during entry in this Sweepstakes. If an entrant does not fully agree to the terms of these Official Rules and DEWALT’s privacy policy, such entrant should not enter this Sweepstakes. In this Sweepstakes, there will be a maximum of: twenty (20) 2nd Place Prizes available, twenty (20) 2nd Place Prize Winners declared, and one (1) 2nd Place Prize per each 2nd Place Prize Winner; and two (2) Grand Prizes available, two (2) Grand Prize Winners declared, and one (1) Grand Prize per each Grand Prize Winner. DEWALT is the sole sponsor of this Sweepstakes.

1. **ELIGIBILITY**: This Sweepstakes is open only to persons who are legal residents in Canada and have reached the age of majority in their province or territory of residence at the time of entry in this Sweepstakes. Employees and their immediate families (spouse, children, siblings, parents, grandparents and grandchildren and step family) and/or people living in their same household, related or not, of DEWALT, Stanley Black & Decker Canada Corporation, ROC Media, Inc., entities and persons associated with the administration of this Sweepstakes, or of any of their respective affiliates (individually and collectively, “Sweepstakes Entities”) are not eligible to enter. Eligibility is subject to all federal, provincial, territorial and local laws and regulations, as well as the rules adopted in view of said laws. Void where prohibited by law.

2. **HOW TO ENTER**: Eligible entrants must enter this Sweepstakes, during the Entry Period only, by any of the below methods (A. – Purchase-Based – worth 5 entries; B. – Alternate Method of Entry (Mail-In entry) – worth 5 entries; C. – Email Opt-in – worth 1 entry):

PURCHASE-BASED ENTRY METHOD: To enter this Sweepstakes via this entry method, each entrant (you) must complete the following:

You must purchase any DEWALT product from a retailer in Canada or during the Entry Period;

Take one (1) photo image of your purchase receipt of the DEWALT product you purchased during the Entry Period (photo image must be 3MB or smaller, in .jpg format) and include all of the following information in the photo: (a) identification of the DEWALT product purchased (sku #, model # or name of product); (b) purchase date; (c) store name and address; and (d) purchase amount you paid;

Go to the following entry site **HYPERLINK** "<http://www.toughinthenorthtour.ca>" **HYPERLINK** "www.toughinthenorthtour.ca" ("Entry Site"); and Complete the entry form available on the Entry Site, upload your photo image of purchase receipt and click "submit" to enter.

Each purchase-based entry is limited to one (1) purchase receipt photo image and the same purchase receipt cannot be entered more than one time in this Sweepstakes. Each valid purchase-based submission qualifies as five (5) entries in this Sweepstakes, despite the number of DEWALT product purchase receipt photo images contained. An entrant may only submit an entry for one (1) purchase receipt per day even if such entrant purchased more than one (1) DEWALT product in one (1) day. Duplicates or repeat submissions will be void and deleted as a Sweepstakes entry. If the purchase receipt photo image shows that the DEWALT product was not purchased during the Entry Period, such submission will be void and deleted as a Sweepstakes entry. Proof of submission alone will not be deemed to be validation from DEWALT.

ALTERNATE METHOD OF ENTRY ("Mail-In Entry") -- NO PURCHASE NECESSARY. Entrants (you) may enter this Sweepstakes during the Entry Period as follows:

Go the Entry Site and download and print the entry form or use a 5" x 8" card;

Complete the entry form in its entirety or provide your name (first and last) and email address on the card;

Mail your completed entry form or completed card to DEWALT, 6275 MILLCREEK DRIVE, MISSISSAUGA, ONTARIO L5N 7K6 CANADA, ATTN: P. FUDALI and include "DEWALT® Tough in the North Tour Sweepstakes" on the outer envelope;

Mail-In entries must be postmarked during the Entry Period and received by DEWALT at the above address no later than 11:59:59 PM ET on November 4, 2020;

Full responsibility for the proper postage rests solely with entrant (you);

Mail-In Entries must be submitted by entrant (you) and contain all required information;

Limit of one (1) Mail-In entry per entrant, per outer envelope;

Limit of one (1) Mail-In entry per entrant, per postmarked date;

DEWALT is not responsible for any lost, late, damaged, incomplete, misdirected or illegible Mail-In entries; and

Proof of mailing or submission will not be deemed to be proof of receipt of any Mail-In entry by DEWALT.

Each valid Mail-In Entry qualifies as five (5) entries in this Sweepstakes.

EMAIL OPT-IN ENTRY METHOD: Entrants (you) may enter this Sweepstakes during the Entry Period as follows:

Go to the following entry site **HYPERLINK** "<http://www.toughinthenorthtour.ca>" **HYPERLINK** "www.toughinthenorthtour.ca" ("Entry Site");

On the Entry Site, complete the email opt-in and sign-up to receive commercial electronic messages from DEWALT; and

Each valid email opt-in entry qualifies as one (1) entry in this Sweepstakes.

All Entries: Each valid entry is referred to herein as an “Entry”. Each entrant is limited to one (1) Entry per day (per postmarked date for the Mail-In Entry method) during the Entry Period, regardless of the number of DEWALT products an entrant purchased during the Entry Period. **DEWALT will NOT notify any entrant of an unsuccessful, void, deleted or invalid submission or entry.** Sweepstakes Entities shall not be responsible for any costs or expenses incurred by any entrant in entering this Sweepstakes. Entries generated by a script, macro, in bulk or mechanically reproduced or entered by an automated system or third party will be disqualified. Entries that are incomplete, garbled, corrupted, illegible or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted as a valid entry. DEWALT is not responsible for lost, late, incomplete, invalid, unintelligible, illegible or misdirected entries, which entries will be disqualified. Tampering with the entry process or operation of this Sweepstakes is prohibited and any entries deemed by DEWALT, in its sole discretion, to have been submitted in this manner will be void. Multiple entrants are not permitted to share the same entry, name, email address, purchase receipt, photo image, information or submission or validation. Any attempt by any entrant to enter by using multiple email addresses, names, residential addresses, identities, purchase information/receipt(s), photo image, registration, entry form, validation(s) or any other methods will void that entrant’s entries and that entrant will be disqualified. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. “Authorized account holder” is defined as the natural person assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. All Entries become the property of DEWALT and will not be returned. Entrants who enter via the Email Opt-In entry method may unsubscribe at any time after they have received their first email from DEWALT.

3. **RANDOM DRAWINGS:** The random drawings will be held on the below dates at approximately 4:00 P.M. ET at DEWALT’s Mississauga, Ontario address by a DEWALT representative to determine the Winners of the respective prize. Entrants are not required to be present to win. The Entries drawn at each random drawing will each be declared a potential “Winner” for the prize awarded for that drawing only. Entries not selected at a 2nd Place Prize random drawing will remain eligible for subsequent 2nd Place Prize random drawings, if any, in this Sweepstakes. Entries not selected at the First Grand Prize Random Drawing will remain eligible for the Second Grand Prize Random Drawing. If an entrant is a 2nd Place Prize Winner, they will not be eligible to receive another 2nd Place Prize in this Sweepstakes, however they will remain eligible for a Grand Prize. If an entrant is a Grand Prize Winner, they will not be eligible to receive any other prize in this Sweepstakes. Odds of winning a prize will depend on the total number of qualifying Entries entered at each random drawing.

Random Drawing Date	Prize Awarded	Quantity of Winners Declared at Random Drawing
September 11, 2020 – For all qualifying Entries entered and received by DEWALT by September 10, 2020	2 nd Place Prize	(3) 2 nd Place Prize Winners

September 18, 2020 – For all qualifying Entries entered and received by DEWALT by September 17, 2020	2 nd Place Prize	(3) 2 nd Place Prize Winners
September 25, 2020 – For all qualifying Entries entered and received by DEWALT by September 24, 2020	2 nd Place Prize	(3) 2 nd Place Prize Winners
October 2, 2020 – For all qualifying Entries entered and received by DEWALT by October 1, 2020	2 nd Place Prize	(3) 2 nd Place Prize Winners
October 9, 2020 – For all qualifying Entries entered and received by DEWALT by October 8, 2020	2 nd Place Prize	(2) 2 nd Place Prize Winners
October 16, 2020 – For all qualifying Entries entered and received by DEWALT by October 15, 2020	2 nd Place Prize	(2) 2 nd Place Prize Winners
October 23, 2020 – For all qualifying Entries entered and received by DEWALT by October 22, 2020	2 nd Place Prize	(2) 2 nd Place Prize Winners
November 6, 2020 – For all qualifying Entries entered during the Entry Period (this includes Mail-In Entries entered during the Entry Period and received by DEWALT by November 4, 2020*)	2 nd Place Prize	(2) 2 nd Place Prize Winners
October 6, 2020 (“First Grand Prize Random Drawing”) – For all qualifying Entries entered between September 1, 2020 and September 30, 2020 (this includes Mail-In Entries entered between September 1, 2020 and September 30, 2020 and received by DEWALT by October 5, 2020)	Grand Prize	Grand Prize Winner

November 6, 2020 (“Second Grand Prize Random Drawing”) – For all qualifying Entries entered during the Entry Period (this includes Mail-In Entries entered during the Entry Period and received by DEWALT by November 4, 2020*)	Grand Prize	Grand Prize Winner
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* pursuant to these Official Rules.

4. **NOTIFICATION AND ACCEPTANCE OF PRIZE:** Each potential Winner will be notified by DEWALT (based upon the information provided in potential Winner’s Entry) within three (3) business days after the random drawing is held. **Within ten (10) days of the first notification attempt by DEWALT, each potential Winner must: (A) return to DEWALT a completed and personally signed Declaration of Eligibility and Liability/Publicity Release (“Declaration and Release”); and (B) correctly answer a time-limited, mathematical skills-based question (to be administered by telephone or email) without mechanical or other assistance -- FAILURE TO DO SO WILL RESULT IN FORFEITURE OF THE PRIZE.** The Declaration and Release confirms potential Winner’s compliance with these Official Rules and releases the Released Parties (defined below) from any liability with such potential Winner’s entry in this Sweepstakes and/or their acceptance, possession, use or misuse of the prize. If, despite reasonable efforts by DEWALT, a potential Winner does not respond to such notification from DEWALT, does not return the Declaration and Release to DEWALT, does not successfully complete the skills-based question within the above designated time period, or if notification is returned as unclaimed or undeliverable, or if any potential Winner is determined to be ineligible or otherwise disqualified from this Sweepstakes (including for failure to correctly answer the skills-based question) or has not complied with these Official Rules or declines the prize for any reason, such potential Winner will be disqualified and forfeit the prize and DEWALT may, *but shall not be required to*, randomly select an alternate potential Winner from the remaining eligible Entries. DEWALT shall have no liability for any notification or documentation relating to this Sweepstakes that is lost, intercepted, delayed in delivery or not received by the potential Winner for any reason. To be declared an official “Winner”, each potential Winner must meet all eligibility requirements, fully comply with these Official Rules and correctly answer the time-limited, mathematical skills-based question without mechanical or other assistance. Prize award is subject to verification by DEWALT. AN ENTRANT IS NOT A WINNER OF A PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN ADVISED BY DEWALT THAT VERIFICATION IS COMPLETE.

5. **GRAND PRIZE:** The Grand Prize will be comprised of DEWALT (in-stock) products of the Grand Prize Winner’s choice that have a total approximate retail value of Ten Thousand Dollars CAD (\$10,000 CAD). The Grand Prize will be mailed to each Grand Prize Winner up to twelve (12) weeks after they have been declared an official Grand Prize Winner and have selected the DEWALT products they would like to receive. The Grand Prize will be mailed via ground mail to each Grand Prize Winner at their residential street address (cannot be delivered to a post office box).

6. **2nd PLACE PRIZE:** The 2nd Place Prize will be comprised of the following:

Prize Description	Approximate Retail Value (\$CAD)
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one (1) DEWALT 25 ft. XP™ Tape Measure (DWHT36225S)	\$35.00
one (1) DEWALT FlexTorq® 30-Piece Impact Driver Set (DWA2T30C)	\$35.00
one (1) DEWALT T-Shirt	\$20.00
one (1) DEWALT Face Mask (Non-Medical Grade)	\$10.00
Prize Total ARV:	\$100.00

The 2nd Place Prize will be mailed to each 2nd Place Prize Winner up to twelve (12) weeks after the official 2nd Place Prize Winner has been declared. The 2nd Place Prize will be mailed via ground mail to each 2nd Place Prize Winner at their residential street address (cannot be delivered to a post office box).

7. PRIZES GENERAL: The total approximate retail value of all prizes to be awarded in this Sweepstakes is \$22,000 (CAD). Sweepstakes Entities are not responsible for any taxes, fees, costs, or expenses incurred by the Winners on their acceptance, use and/or misuse of the prize awarded. All prizes are non-transferable, non-assignable and are not redeemable for cash or credit and no substitution will be made except that DEWALT reserves the right to substitute a prize (or any part of a prize) for a prize of equal or greater value, for any reason, in its sole and absolute discretion. The use of any prize manufacturer's name or trademark in connection with the prizes is solely for the purpose of describing such prizes and is not intended to suggest any affiliation or sponsorship. All trademarks and trade names are the property of their respective owners. All prize approximate retail values shown are in Canadian Dollars (CAD\$). The approximate retail value of each prize represents DEWALT's good faith determination, is final and binding and cannot be challenged or appealed. No more than the stated prizes and values will be awarded. Income and other taxes on the prize are the sole responsibility of the Winners. Prize depiction may not represent the actual prize awarded.

8. PUBLICITY RIGHTS: Acceptance of a prize constitutes permission (except where prohibited by law) from each Winner for DEWALT and/or its designees to use Winner's name, likeness, biographical information, photograph (whether still or in video), image, voice, address (city and province/territory), prize information and any statements, testimonial or remarks made about winning the prize or entering this Sweepstakes in whole or part ("Attributes") for advertising and promotional purposes and publicity in any and all media now or hereafter known or devised, throughout the world in perpetuity, without additional compensation, notification, permission or approval. Each Winner agrees to release DEWALT and/or its designees from all claims arising out of such Attributes.

9. CONDITIONS AND RELEASES: By entering this Sweepstakes, each entrant agrees on behalf of him/herself and each of his/her heirs, executors, administrators, representatives, insurers, successors and assigns: (A) to release and hold harmless the Sweepstakes Entities, Sweepstakes prize suppliers, DEWALT licensees, retailers of DEWALT products, all other individuals, organizations and entities involved in fulfilling, administering, advertising or promoting this Sweepstakes or delivering prize and each of their respective and each of their respective past and present officers, directors, employees, designees, agents, mandataries, representatives, shareholders, affiliates, owners, licensors and licensees (individually and collectively, "**Released Parties**") from any and all liability, rights claims and causes of action that entrant may have or which may arise against the Released Parties for any illness, injury, death, loss, litigation or personal or property damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's entry in this Sweepstakes and/or

their acceptance, possession, use or misuse of the prize; (B) to be bound by these Official Rules and waive any right to claim any ambiguity or error therein or in this Sweepstakes itself; and (C) that Released Parties are not responsible or liable for any injury or damage to any entrant's or third person's computer and/or its contents, related to or resulting from this Sweepstakes, for the theft of the prize or mail, for any malfunctions of the telephone network, computer Internet system, computer dating mechanism, computer equipment, software, or any combination thereof. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes at DEWALT's sole and absolute discretion. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings of paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof and do not define, limit, modify or construe the meanings of DEWALT, scope of these Official Rules or the intent of any paragraph hereof. DEWALT's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Released Parties are not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules or any Sweepstakes-related materials, including but not limited to print or online advertising. In the event of any discrepancy or inconsistency between these Official Rules or other statements contained in any Sweepstakes-related materials, including but not limited to print or online advertising, these Official Rules shall prevail, govern and control. Subject to the approval of the Quebec Régie des alcools, DEWALT reserves the right to amend these Official Rules at any time and the amended Official Rules will be located on the Entry Site. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes at DEWALT's sole and absolute discretion. Any attempt by an entrant or other individual to deliberately undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws, and should such an attempt be made, DEWALT reserves the right to seek damages and other remedies by such entrant or individual to the fullest extent permitted by law. If any entrant does not meet the requirements stated in these Official Rules, they will not qualify for the prizes listed.

10. DISQUALIFICATION/FORCE MAJEURE: Subject to applicable laws, DEWALT reserves the right to modify, extend, suspend, or terminate this Sweepstakes if it determines, in its sole and absolute discretion, that this Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond DEWALT's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of this Sweepstakes as contemplated herein. In the event an insufficient number of eligible Entries are received and/or DEWALT is prevented from awarding any of the prizes or continuing with this Sweepstakes 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, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, provincial or local government law, order, or regulation, public health crisis or pandemic (e.g. Covid-19), order of any court or jurisdiction, or other cause not reasonably within DEWALT's control (each a "**Force Majeure**" event or occurrence), then subject to applicable laws DEWALT shall have the right to modify, suspend or terminate this Sweepstakes, subject to applicable laws. If this Sweepstakes is terminated before the designated end date, DEWALT, if possible, select the potential Winner(s) from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination.

11. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL

LAWS OF CANADA APPLICABLE THEREIN. SUBJECT TO APPLICABLE LAWS AND SECTION 10 BELOW, ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE PROVINCE OF ONTARIO AND FEDERAL COURTS OF CANADA. THE REMEDY FOR ANY CLAIM BY ENTRANT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LEGAL FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR DAMAGES FOR LOST PROFITS, REVENUE OR OPPORTUNITY OR FOR BUSINESS INTERRUPTION, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

12. FOR QUEBEC RESIDENTS: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

13. OFFICIAL RULES; WINNERS: To obtain these Official Rules or Winners' names, send a self-addressed, stamped envelope to DEWALT, 6275 Millcreek Drive, Mississauga, Ontario L5N 7K6 Canada, Attn.: P. Fudali, DEWALT Tough in the North Sweepstakes. Please specify whether you request the Official Rules or Winners' names. All such requests must be received by DEWALT by December 15, 2020.

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