



DEWALT TOUGH IN THE NORTH SWEEPSTAKES - 2019
RULES & REGULATIONS

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

This DEWALT Tough in the North Sweepstakes – 2019 (“Sweepstakes”) is sponsored by DEWALT Division of Stanley Black & Decker Canada Corporation, 6275 Millcreek Drive, Mississauga, Ontario L5N 7K6 Canada (“DEWALT”). The entry periods will be as follows:

<u>Entry Period</u>	<u>Prize</u>
May 13, 2019 – October 31, 2019 (“Full Entry Period”)	Grand Prize
May 13, 2019 – May 31, 2019 (“May Entry Period”)	May Monthly Prize
June 1, 2019 – June 30, 2019 (“June Entry Period”)	June Monthly Prize
July 1, 2019 – July 31, 2019 (“July Entry Period”)	July Monthly Prize
August 1, 2019 – August 31, 2019 (“August Entry Period”)	August Monthly Prize
September 1, 2019 – September 30, 2019 (“September Entry Period”)	September Monthly Prize
October 1, 2019 – October 31, 2019 (“October Entry Period”)	October Monthly Prize

All entry periods will start at 12:00:00 A.M. Eastern Time (“ET”) and end at 11:59:59 P.M. ET (“Entry Period”). All Entries (defined below) must be entered during the Full Entry Period. A maximum of one (1) Entry per entrant, per day (per postmarked date for the Mail-In entry method) during the Full 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 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: one (1) May Monthly Prize available and one (1) May Monthly Prize Winner declared; one (1) June Monthly Prize available and one (1) June Monthly Prize Winner declared; one (1) July Monthly Prize available and one (1) July Monthly Prize Winner declared; one (1) August Monthly Prize available and one (1) August Monthly Prize Winner declared; one (1) September Monthly Prize available and one (1) September Monthly Prize Winner declared; one (1) October Monthly Prize available and one (1) October Monthly Prize Winner declared; a total of three (3) Grand Prizes available and three (3) Grand Prize Winners declared; and one (1) Grand Prize will be awarded to one (1) Grand Prize Winner in each of the following Canadian regions: (a) Eastern/Atlantic; (b) Ontario; and (c) Western. Each entrant’s region will be based on their residential address which they used to enter this Sweepstakes; the regions will be determined by DEWALT in its sole discretion. Each Monthly Prize Winner is limited to one (1) Monthly Prize and each Grand Prize Winner is limited to one (1) Grand Prize.

1. **ELIGIBILITY:** This Sweepstakes is open only to persons who are legal residents in Canada, have reached the age of majority in their province or territory of residence at the time of entry in this Sweepstakes, have auto insurance coverage and have a valid Canadian driver’s license. Employees, officers and directors and their immediate family (spouse, children, siblings, parents, grandparents and grandchildren and step family) and/or people living in the same household, related or not, of DEWALT, Stanley Black & Decker Canada Corporation, Ford Motor Company of Canada Limited, entities and persons associated with this Sweepstakes or any of their respective affiliates (individually and collectively,



“Sweepstakes Entities”) are not eligible to enter this Sweepstakes. 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 Full Entry Period only, by any of the below methods (A. – automatic entry; B. – Mail-In entry; C. - code/pin # entry):

- A.** To receive an automatic entry into this Sweepstakes each entrant (you) must complete the following:
- (1) You must purchase any DEWALT tools or accessory product from a retailer in Canada or during any of DEWALT’s “Tough in the North Tour” in-store events during the Full Entry Period (“Purchase Date Period”);
 - (2) Take one (1) photo image of your purchase receipt of the DEWALT product you purchased during the Purchase Date 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;
 - (3) Go to the following entry site www.toughinthenorthtour.ca (“Entry Site”); and
 - (4) Complete the entry form available on the Entry Site, upload your photo image of purchase receipt and click “submit” to enter.

Each automatic 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 qualifying and successful submission qualifies as one (1) entry in this Sweepstakes even if such submission included a receipt photo image that contained the purchase of more than one (1) DEWALT product. 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 Purchase Date 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.

- B.** ALTERNATIVE METHOD OF ENTRY (“Mail-In entry”) -- NO PURCHASE NECESSARY. Entrants (you) may enter this Sweepstakes during the Full Entry Period as follows:
- (1) Go the Entry Site and download and print the entry form;
 - (2) Complete the entry form in its entirety;
 - (3) Mail your completed entry form to STANLEY BLACK AND DECKER, 6275 MILLCREEK DRIVE, MISSISSAUGA, ONTARIO L5N 7K6 CANADA, ATTN: S. RAJA and include “DEWALT® Tough in the North Tour Sweepstakes” on the outer envelope;
 - (4) Mail-In entries must be postmarked during the Full Entry Period and received by DEWALT at the above address no later than 11:59:59 PM ET on November 6, 2019;
 - (5) Full responsibility for the proper postage rests solely with entrant (you);
 - (6) Mail-In entries must be submitted by entrant (you) and contain all required information;
 - (7) Limit of one (1) Mail-In entry per entrant, per outer envelope;
 - (8) Limit of one (1) Mail-In entry per entrant, per postmarked date;
 - (9) DEWALT is not responsible for any lost, late, damaged, incomplete, misdirected or illegible Mail-In entries; and
 - (10) Proof of sending or submission will not be deemed to be proof of receipt of any Mail-In entries by DEWALT.

- C.** ALTERNATIVE METHOD OF ENTRY WHILE ATTENDING AN EVENT (“code/pin # entry”) -- NO PURCHASE NECESSARY. Entrants (you) may enter this Sweepstakes during the Full Entry Period as follows:
- (1) Attend a DEWALT Tough in the North in-store event at a participating location in Canada;
 - (2) Participate in a product demonstration at a DEWALT Tough in the North Tour in-store event and receive from DEWALT a code/pin # to use to enter this Sweepstakes; and



(3) Go to the Entry Site, complete the entry form in its entirety including the code/pin # described in C.(2) above, and click “submit” to enter.

Limit of one (1) code/pin # entry per entrant, per day; and DEWALT is not responsible for any lost or misdirected code/pin #s or any late, incomplete or misdirected code/pin # entries.

All Entries: Each qualifying and valid entry entered in this Sweepstakes 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 Full Entry Period, regardless of the number of DEWALT products an entrant purchased during the Purchase Date 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 or other automated system or means 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 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 email address, purchase receipt, photo image, information or submission, validation, code/pin # or mail-in entry. Any attempt by any entrant to enter by using multiple/different email addresses, residential addresses, identities, telephone information, purchase information or receipt(s), photo image, registration, entry form, validation(s), mail-in entries 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 sole and exclusive property of DEWALT and will not be returned. Automated, bulk, or mechanically reproduced entries or entries submitted by third parties will not be accepted and will be disqualified. Sweepstakes Entities shall not be responsible for any costs or expenses incurred by any entrant in connection with entering this Sweepstakes. A post office box, commercial address or another person’s address are not valid residential addresses to be used to enter this Sweepstakes. The address required in the entry form is the entrant’s prime residence.

3. **RANDOM DRAWINGS:** The random drawings will be held on the below dates at approximately 10:00 A.M. ET at DEWALT’s Mississauga, Ontario address by a DEWALT representative to determine the Winners of the prizes. Entrants are not required to be present to win. The Entry drawn at each random drawing will be declared the potential “Winner” of the respective prize of that drawing. Odds of winning a prize will depend on the total number of qualifying Entries received. If an entrant’s Entry is not selected at a Monthly Prize random drawing, their Entry will remain eligible for all remaining Monthly Prize drawings in this Sweepstakes, if any.

Drawing	Prize
June 3, 2019	One (1) May Monthly Prize
July 3, 2019	One (1) June Monthly Prize
August 5, 2019	One (1) July Monthly Prize
September 3, 2019	One (1) August Monthly Prize
October 3, 2019	One (1) September Monthly Prize
November 7, 2019	One (1) October Monthly Prize
November 7, 2019	One (1) Grand Prize for each of the three (3) Canadian Regions

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 one (1) day 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”); (B) correctly answer a time-limited, mathematical skills-based question (to be administered by telephone or email) without**



mechanical or other assistance; and (C) for the Grand Prize only, notify DEWALT of the prize they would like to receive -- 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, and/or for the potential Grand Prize Winners only do not notify DEWALT which prize they select, or if notification is returned as unclaimed or undeliverable, 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), 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:** Each Grand Prize is: DEWALT will pay up to CAD\$25,000.00 of the base lease price and applicable taxes, through Ford's advanced payment plan for a 2-year lease of one (1) of the following Ford vehicles of the Grand Prize Winner's choice (herein referred to as the "Leased Prize Vehicle"): (a) Model Year 2019 Ford F-150 XLT SuperCrew 4x4 with 300A prep package and a 3.3L V6; or (b) Model Year 2019 Ford Ranger XLT SuperCrew 4x4 with 301A prep package and FX4 package which includes the 2.3L EcoBoost; or (c) similar Ford model. The maximum amount of the prize (payment to Ford for each Leased Prize Vehicle) is CAD\$25,000.00. Any options desired by the Grand Prize Winner will be at the sole cost and expense of the Grand Prize Winner. The Leased Prize Vehicle will be delivered solely with the express written limited warranties set forth in the Leased Prize Vehicle's applicable Owner's Guide, which warranties shall run for the term set forth in said Guide. DEWALT disclaims, to the full extent of the law, any other warranties in the connection with the Leased Prize Vehicle. Exterior and interior color of the Leased Prize Vehicle is subject to availability. The vehicle(s) depicted on the Entry Site and/or in any advertising, promotional materials or physical display may NOT reflect the actual Leased Prize Vehicle awarded to the Grand Prize Winner; including but not limited to the Leased Prize Vehicle awarded may not be of the same color or have the same features or options as the depicted or displayed vehicle. Subject to availability and excluding any delay for special order vehicle customization or vehicle manufacturing production delays, DEWALT shall use reasonable efforts to arrange delivery of the Leased Prize Vehicle to the local independent Ford® dealership ("Dealership") closest to the Grand Prize Winner's primary residence in the Canada ("specified dealership site") after confirmation of the official Grand Prize Winner, and DEWALT's receipt of information and documents it requires. The Leased Prize Vehicle will only be delivered to the specified dealership site determined by DEWALT and Ford. **The Grand Prize Winner MUST personally travel to the specified dealership site within thirty (30) days of first notification from DEWALT, Ford® or the Dealership and take delivery of the Leased Prize Vehicle. The Grand Prize Winner must (a) present valid Canadian driver's license, (b) present evidence of legally required automobile insurance, and (c) pay all required taxes, license, title and registration fees or an alternative winner shall be selected and the original Grand Prize Winner's rights to the Leased Prize Vehicle shall be automatically forfeited.** The Grand Prize Winner shall bear all risk of loss or damage to the Leased Prize Vehicle once he/she takes possession of the Leased Prize Vehicle at the specified dealership site. The Grand Prize Winner shall be solely responsible for all taxes, license, insurance, title and registration fees associated with winning the Leased Prize Vehicle for the duration of the lease, including any transportation costs associated with traveling to the specified dealership site to take delivery of the Leased Prize Vehicle, and all costs associated with leasing and/or using the Leased Prize Vehicle. Failure of the Grand Prize Winner to pay such taxes, fees and costs/expenses will result in forfeiture of the Leased Prize Vehicle. In the event the actual value of the Leased Prize Vehicle awarded is less than CAD\$25,000.00, the Grand Prize Winner will not receive the balance in cash, credit or otherwise. DEWALT and Ford® shall not be responsible for any delays in delivery of the Leased Prize Vehicle that are not within their control; delivery will be subject to availability. In the event the particular model of the Leased Prize



Vehicle becomes unavailable, or if circumstances are such that awarding such model would be damaging to DEWALT’s reputation (due to recall or other similar circumstances), DEWALT will supply an alternative Leased Prize Vehicle of comparable or greater value. Each Grand Prize Winner must submit a credit application to Ford Motor Company of Canada, Limited and be approved by Ford Motor Company of Canada, Limited prior taking possession of the Leased Prize Vehicle. Each Grand Prize Winner is responsible for maintaining a valid Canadian driver’s license and the required automobile insurance during the term of the lease and for the following: optional maintenance/protection; end of lease excess kilometers (32,000 km for two years (16,000 km per year) at a cost to be determined by Ford; and any registration or filing fees associated with the lease and/or Leased Prize Vehicle. The Leased Prize Vehicle must be registered in Canada during the full term of the lease. Ford Motor Company of Canada, Limited is not a sponsor of this contest and does not endorse or otherwise have anything to do with the administration and promotion of this contest.

In the event any Grand Prize Winner does not qualify under Ford’s credit requirements to receive a Leased Prize Vehicle or any Grand Prize Winner declines a Leased Prize Vehicle, such Grand Prize Winner will receive one (1) DEWALT prize pack consisting of in-stock DEWALT products of the Grand Prize Winner’s choice and having a total approximate retail value of Ten Thousand Dollars CAD (\$10,000.00 CAD). The DEWALT prize pack will be mailed to such Grand Prize Winner up to twelve (12) weeks after the official Winners have been declared in this Sweepstakes. This prize will be mailed via ground mail to the Grand Prize Winner at his/her residential street address (cannot be delivered to a post office box). Once each Grand Prize Winner confirms to DEWALT the Leased Prize Vehicle or DEWALT prize pack they select as their prize in this Sweepstakes, such Grand Prize Winner cannot select another prize.

6. **MONTHLY PRIZE:** The Monthly Prize will be comprised of the following:

Description of Monthly Prize	Approximate Retail Value (CAD\$)
One (1) DEWALT Tough in the North Hoodie	\$50
One (1) DEWALT Product Prize Pack	\$399
TOTAL ARV:	\$449

The Monthly Prize will be mailed to each Monthly Prize Winner up to twelve (12) weeks after the official Winners have been declared in this Sweepstakes. The Monthly Prize will be mailed via ground mail to each Monthly Prize Winner at his/her residential street address (cannot be delivered to a post office box).

7. **PRIZES GENERAL:** The combined maximum retail value of all prizes available in this Sweepstakes is CAD\$77,694.00. Sweepstakes Entities shall not be responsible for any taxes, fees, costs, or expenses incurred by the Winners on their acceptance, use and/or misuse of the prize awarded. The prizes are non-transferable, non-assignable and 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 values shown are in Canadian Dollars (CAD\$).

8. **PUBLICITY RIGHTS:** Acceptance of a prize constitutes permission (except where prohibited by law) from each Winner for DEWALT and 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 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 Sweepstakes Entities, Ford Motor Company of Canada, Limited, Ford®, Sweepstakes prize suppliers, Ford distributors and dealerships, Ford® Dealers, 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. DEWALT makes no warranties or conditions, and hereby disclaims all warranties and conditions, express, implied or collateral, concerning the Leased Vehicle Prize or any portion thereof furnished with this Sweepstakes. 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.

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 a prize 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 (e.g. SARS), 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. RULES & REGULATIONS; WINNERS: To obtain these Rules & Regulations or the Winners' names, send a self-addressed, stamped envelope to STANLEY BLACK AND DECKER, 6275 Millcreek Drive, Mississauga, Ontario L5N 7K6 Canada, Attn.: S. Raja/ DEWALT Tough in the North Sweepstakes – 2019. Please specify whether you request the Rules & Regulations or Winners' names. All such requests must be received by DEWALT by December 31, 2019.