# Play in the Big Leagues With RONA Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN

## TERMS AND CONDITIONS

1. RONA Inc. whose address is 220 Chemin du Tremblay, Boucherville (QC) J4B 8H7 is the "Contest Organizer" of the "Tool Up with RONA" Contest (the "Contest").

## **ELIGIBILITY**

- 2. The Contest begins on December 3, 2015 at 9.01 a.m. Eastern Time Zone ("ET") (the "Contest opening date") and ends on January 31<sup>st</sup>, 2016 at 11:59 p.m. ET (the "Contest closing date").
- 3. The Contest is open to Canadian residents who have reached the age of majority in their province or territory of residence at the contest opening date.
- 4. Employees, directors, agents and representatives of the Contest Organizer, Stanley Black & Decker Canada, Inc., any company, corporation, trust or other legal entity controlled by or affiliated to them, their licenses, franchisees, advertising and promotional agencies, suppliers of prizes, material and services related to this Contest (individually and collectively "Contest Entities"), as well as members of their immediate family (brothers, sisters, children, father, mother) and their legal or common-law spouse living at the same address, and any individuals with whom such employees, agents and representatives are domiciled, are not eligible. "Cookies" must be accepted to enter the Contest. Stanley Black & Decker, Inc. is not a sponsor of this Contest.

# **HOW TO ENTER**

To enter, visit www.rona.ca/en/black-and-decker-contest and proceed as follows:

- 5. Between the Contest opening date and the Contest closing date, the entrant must provide all required information in the entry form to be eligible for the draw. Limit of one (1) entry per email address and postal code, per entrant, for the duration of the Contest. Additional entries will be disqualified. One individual may not use more than one email address and postal code to enter the Contest.
- 6. Entry forms with names of people under the age of majority, or alias names, nicknames or any other substitution of an entrant's given name will be disqualified, and the entrant's submitting such an entry will be deemed ineligible to win a prize in this Contest.
- 7. The randomly selected entrant's email address must be valid for that entrant to be declared a winner.
- 8. All entry forms deemed to be fraudulent will be automatically rejected and considered ineligible for a prize. The Contest Organizer's decision is final and may not be appealed.
- 9. No purchase is required to enter or win. However, online access to the Web and an email

account are required to enter the Contest. Many public libraries, retail businesses and others provide free computer and Internet access, and certain Internet service providers or other companies offer free e-mail accounts.

## **PRIZES**

# 10. Three (3) prizes to be awarded are:

The First Prize is comprised of the following: Rona Gift Card of \$1,500, Pivot screwdriver with battery indicator, BLACK & DECKER 20V MAX\* ELECTRONIC DRILL, 20V MAX\* LITHIUM MATRIX™ DRILL/DRIVER, MATRIX™ HIGH PRESSURE INFLATOR ATTACHMENT, MATRIX™ HAMMER DRILL ATTACHMENT, MATRIX™ OSCILLATING MULTI-TOOL ATTACHMENT, MATRIX™ IMPACT DRIVER ATTACHMENT, MATRIX™ TRIM SAW ATTACHMENT, MATRIX™ SANDER ATTACHMENT, MATRIX™ JIG SAW MATRIX™ MATRIX™ ATTACHMENT. ROUTER ATTACHMENT, RECIP ATTACHMENT, 20V MAX\* 2.0 AH BATTERY PACK, B&D 15 AMP 7-1/4" CIRCULAR SAW, MOUSE® 1.2A DETAIL SANDER, COMPACT RANDOM ORBIT SANDER - PADDLE, COMPACT 1/4 SHEET SANDER - PADDLE SWITCH. BLACK & DECKER 5A JIG SAW. CYCLONIC 3X21 BELT SANDER - INTERCO, BLACK & DECKER 20V MAX\* IMPACT DRIVER, 6.0 AMP 1/2" HAMMERDRILL, 5.2AMP 3/8" DRILL/DRIVER W/STORAGE BAG, B&D 2.5 AMP CORDED MULTI-TOOL, 4.5 IN ANGLE GRINDER 6.0 AMP, 20V MAX\* 4 KIT-DRILL, CIRC, RECIP AND LIGHT, Black + Decker 20V MAX\* String Trimmer, 2.5Ah, Black + Decker 20V MAX\* Sweeper, Black + Decker 20V MAX\* Hedge Trimmer, Black + Decker 20V MAX\* Chainsaw, Black + Decker 40V MAX\* 20" Mower, 24V MAX\* NO LOSS FLOOR HEAD, Black + Decker 20V MAX\* Floorhead Flex™ Vac, GEN2 2IN1 STEAM MOP, 2 x Workmate® 425 Portable Project Centre. Total estimated prize retail value of \$5,225.

The Second Prize is comprised of the following: Pivot screwdriver with battery indicator. BLACK & DECKER 20V MAX\* ELECTRONIC DRILL, 20V MAX\* LITHIUM MATRIX™ DRILL/DRIVER, MATRIX™ HIGH PRESSURE INFLATOR ATTACHMENT, MATRIX™ HAMMER DRILL ATTACHMENT, MATRIX™ OSCILLATING MULTI-TOOL ATTACHMENT, MATRIX™ IMPACT DRIVER ATTACHMENT, MATRIX™ TRIM SAW ATTACHMENT, MATRIX™ SANDER ATTACHMENT, MATRIX™ JIG SAW ATTACHMENT, MATRIX™ ROUTER ATTACHMENT, MATRIX™ RECIP SAW ATTACHMENT, 20V MAX\* 2.0 AH BATTERY PACK, B&D 15 AMP 7-1/4" CIRCULAR SAW, MOUSE® 1.2A DETAIL SANDER, COMPACT RANDOM ORBIT SANDER - PADDLE, COMPACT 1/4 SHEET SANDER -PADDLE SWITCH, BLACK & DECKER 5A JIG SAW, CYCLONIC 3X21 BELT SANDER -INTERCO, BLACK & DECKER 20V MAX\* IMPACT DRIVER, 6.0 AMP 1/2" HAMMERDRILL, 5.2AMP 3/8" DRILL/DRIVER W/STORAGE BAG, B&D 2.5 AMP CORDED MULTI-TOOL, 4.5 IN ANGLE GRINDER 6.0 AMP, 20V MAX\* 4 KIT-DRILL, CIRC, RECIP AND LIGHT, Black + Decker 20V MAX\* String Trimmer, 2.5Ah, Black + Decker 20V MAX\* Sweeper, Black + Decker 20V MAX\* Hedge Trimmer, Black + Decker 20V MAX\* Chainsaw, Black + Decker 40V MAX\* 20" Mower, 24V MAX NO LOSS FLOOR HEAD, Black + Decker 20V MAX\* Floorhead Flex™ Vac. GEN2 2IN1 STEAM MOP, 2 x Workmate® 425 Portable Project Centre. Total estimated prize retail value of \$3,725.

The Third Prize is comprised of the following: Pivot screwdriver with battery indicator, BLACK & DECKER 20V MAX\* ELECTRONIC DRILL, MOUSE® 1.2A DETAIL SANDER, COMPACT RANDOM ORBIT SANDER – PADDLE, BLACK & DECKER 5A JIG SAW, CYCLONIC 3X21 BELT SANDER – INTERCO, B&D 2.5 AMP CORDED MULTI-TOOL, 20V MAX\* 4 KIT-DRILL, CIRC, RECIP AND LIGHT, Black + Decker 20V MAX\* String Trimmer,

2.5Ah, Black + Decker 20V MAX\* Hedge Trimmer, Black + Decker 40V MAX\* 20" Mower, Black + Decker 20V MAX\* Floorhead Flex™ Vac.

With respect to 20V MAX\* - Maximum initial battery voltage (measured without a workload) is 20 volts. Nominal voltage is 18. With respect to 40V MAX\* - Maximum initial battery voltage (measured without a workload) is 40 volts. Nominal voltage is 36.

11. The three (3) Prizes will be awarded to different entrants from the provinces and territories comprised of British Columbia, Alberta, Saskatchewan Manitoba, Yukon, Nunavut and Northwest Territories, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland-Labrador.

## **DRAW**

12. Three (3) Finalists will be selected through a random computer-generated draw by Contest Organizer at its Boucherville (QC) office on February 2<sup>nd</sup>, 2016 at 10:00 a.m. ET and will be declared the Winners. Chances of winning depend on total number of entrants. Limit of one (1) prize per person per habitation.

## WINNERS SELECTION

- 13. To be declared a winner, entrants must:
  - a) be reached by the Contest Organizer within **five (5) business days** of the draw. Any Finalist not reached by the deadline will have their entry cancelled and a second Finalist will be selected. If the second Finalist is not reached within **five (5) business days** following the second selection, their entry will be cancelled and a third Finalists will be reached under the same conditions. In the event the third Finalist cannot be reached, prize will not be awarded;
  - b) accept the Prizes as described in these rules. Other than as stated in Section 22 below, the prizes cannot be transferred to another individual, substituted for another prize or exchanged in whole or in part for money or any other consideration;
  - c) fill out and sign the waiver of liability (the "Declaration Form"), to be provided by email, and return it to the Contest Organizer before the deadline indicated in the letter accompanying the Declaration Form; and
  - d) correctly answer a time-limited, mathematical skills-based question without mechanical or other assistance.

By entering the Contest and signing the Declaration Form, Contest winners also consent to the terms of these rules and authorizes the Contest Organizer to use their name, city of residence, photograph, voice (and any other biographical information) and comments regarding the Contest in advertising or other media, in any form, without compensation. In signing the Declaration Form, winners also agree to accept the prize as awarded, and release Contest Entities from all responsibility ensuing from their entry in this Contest, or in the receipt or use of the prize.

Failure to comply with one of the conditions mentioned in these Contest Rules or to accept a prize will cause selected entrants to be disqualified. In such a case, the Contest Organizer may, at its sole discretion, cancel the prize or, if time permits, proceed to another draw until an entrant is selected and declared a winner for that prize, subject to these Official Rules.

## 14. PRIZE

Within five (5) days following the receipt of the duly completed and signed Declaration Form and successful skill test, the Contest Organizer will contact the winners to make the necessary arrangements.

## **GENERAL CONDITIONS**

- 15. **Verification**. Entry forms and Declaration Forms are subject to verification by the Contest Organizer. Any such document which is, as the case may be, incomplete, illegible, mutilated, fraudulent, received or submitted late or otherwise noncompliant shall be rejected and will not be entitled to an entry or to a prize, as the case may be.
- 16. Personal information. By entering this Contest, the entrant consents to the collection, use and distribution of their personal information (information that identify the entrant as an individual, such as: telephone number, age and address) by the Contest Organizer for the reasons of application, administration and execution of the Contest. The Contest Organizer will not sell or transmit this information to a third party except for reasons pertaining to the administration of this Contest.
- 17. **Online entry**. By submitting an entry on line, all entrants acknowledge and consent that the personal information they have provided will be kept on the server of the Contest Organizer and/or the server of those responsible for the maintenance of the Web site and/or the administrator of the Contest. If entrants have indicated that they wish to receive communications or other offers at a later date, the Contest Organizer can then use this personal information to contact entrants at a later date to provide them with information about products or services. Entrants agree to have their personal information saved on the Contest Organizer's server and/or the server of the company that maintains the site and/or the Contest administrator's site.
- 18. Entrant identity. In the event of conflict regarding the identity of an on-line entrant, the entry form will be considered to belong to the holder of the e-mail account. Online entry forms will be deemed to have been submitted by the authorized account holder of the e-mail address submitted on the entry form. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (business, educational institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- 19. Disqualification. The Contest Organizer reserves the right to disqualify a person or to cancel one or several entries of a person who enters or tries to enter this Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants. Such a person may be reported to the appropriate legal authorities.
- 20. Conduct of the Contest. Any attempt to deliberately damage the Contest web site and/or any related web site or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizer reserves the right to reject the entrant's entries and obtain legal or equitable relief under applicable laws. Contest Organizer reserves the right to disqualify

an entrant or disqualify them from eligibility for a prize, if, at their sole discretion, they judge that the said entrant tries to interfere with the proper running of the Contest by cheating, pirating, counterfeiting, falsification or any other dishonest practice (including using automated entry software,) or by an attempts to intimidate, abuse, threaten or harass any entrants, Contest Organizer or its representatives. Contest Organizer reserves the right to disqualify any entrant contravening these rules. Any deliberate attempt aimed at damaging a Web site or the proper running of this Contest constitutes a violation of penal and civil rights, and, in this event, Contest Organizer reserves the right to undertake legal action in order to obtain reparation, to the full extent provided for by the law, including judicial proceedings.

- 21. **Acceptance of prize.** The Contest Entities give no guarantee regarding the safety, the appearance or the performance of a prize, or any activity relating to the prize. Prizes must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash, except as provided in the section below. Prizes will be sent at the RONA store selected by the winners (3) in the next 2-3 weeks following the prize draw. The winners shall pick-up their prize at the chosen store upon presentation of an ID card with photo.
- 22. **Substitution of prize.** In the event where it would be impossible, difficult and/or more costly for the Contest Organizer to award a prize (or a portion thereof) as described in these Contest Rules, it reserves the right to award a prize (or portion thereof) of the same kind and of equivalent or greater value or, at its sole and absolute discretion.
- 23. The refusal of a Finalist selected randomly to accept the prize frees the Contest Entities of all obligations associated with the awarding of a Prize to this Finalist.
- 24. Liability limit: use of the prize. By entering the Contest, any entrant selected for a prize releases and does not hold responsible the Contest Entities, any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, their employees, agents and representatives (the "Released Parties") from and against any damage resulting from the acceptance or use of a prize.
- 25. **Web site**. The Contest Organizer does not warrant that access to or use of the Contest web site will be uninterrupted during the Contest Period or error-free.
- 26. Liability limit: conduct of the Contest. The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant's entry in the Contest: malfunctioning of any computer component, software or communications line; loss or lack of a communications network; or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to entry in the Contest. In the province of Québec, this right is subject to the authorization of the Régie des alcools, des courses et des jeux.
- 27. Liability limit: exceptional circumstances. The Released Parties shall not assume any responsibility whatsoever in the event that they are unable to act due to situations or circumstances beyond their control, or due to a strike, lockout or any other labour dispute occurring in the places of business of the organizations or companies whose services are retained to hold this Contest.

- 28. **Operational situations**. The Released Parties shall not assume any responsibility for any problem including, but not limited to, a technical failure of the phone lines or networks, online computer systems, servers or suppliers, computer equipment, software, or any other problem resulting directly or indirectly from a virus, bug or failure in data transmission.
- 29. **Contest modification**. The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules, subject to approval by the Régie des alcools, des courses et des jeux du Québec, if required.
- 30. **Termination of entry in the Contest**. In the event that the computer system cannot register all Contest entries during the Contest Period for whatever reason, or if entry in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Contest Organizer may, at its sole discretion, proceed with a draw among the entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending entry in the Contest. The Contest Organizer reserves the right to cancel or suspend the Contest (subject to the authorization of the RACJ) in the case where contest administration might be hindered by a computer virus or other technical defect.
- 31. **Prize limit**. In no event shall the Contest Organizer be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
- 32. **Liability limit**: Entry in the Contest. Persons who enter or try to enter this Contest agree on behalf of themselves and their heirs, executors and administrators to release the Released Parties from any liability, 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 or their attempt to enter this Contest and/or their acceptance, possession, use or misuse of prize (or any part thereof).
- 33. **Authorization**. By entering this Contest, any entrant selected for a prize authorizes the Contest Organizer and its representatives to use, if required, his/her name, photo, likeness, voice, place of residence and/or statement regarding a prize at their discretion and without limit as to the time period, in any media outlet worldwide, for publicity or other purposes, without any form of compensation.
- 34. **Communication with entrants.** No communication or correspondence related to this Contest shall be exchanged with entrants except as provided for in these Contest Rules or at the Contest Organizer's initiative.
- 35. **Personal information.** Entrants' personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications.
- 36. **Property.** Declaration Forms and all documents related to this Contest are the property of the Contest Organizer and shall not in any case be returned to entrants. The Contest

- Organizer cannot be held responsible for any entry form that is lost, incomplete, incorrectly forwarded or delayed for whatever reason.
- 37. **Entrant identification.** For the purpose of these Contest Rules, the entrant is the person whose name appears on the Entry Form and it is to this person to whom the prize will be awarded if he/she is selected and declared a winner.
- 38. **Contest Organizer's decision.** Any decision by the Contest Organizer or its representatives regarding this Contest is final and without appeal, subject to a ruling by the *Régie des alcools, des courses et des jeux du Québec* on any issue under its jurisdiction.
- 39. **Partners**. Stanley Black & Decker Canada Corporation only supplies the Prizes and plays no role in managing, sponsoring or administering the the Contest and only the Organizer manages, sponsors and administers this Contest. This Contest is managed by RONA inc.
- 40. **Litigation.** For Ontario residents: This contest 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 paragraph 9 and applicable laws, entrant agrees that any and all disputes, claims and causes of action arising out of or in connection with this contest or any prize awarded 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 the Federal court 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. For Quebec residents, any litigation respecting the conduct or organisation of a publicity Contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Régie* for the purpose of helping the parties reach a settlement.
- 41. **Rights.** The Contest Organizer has duly paid the rights required regarding this Contest in accordance with the *Act respecting lotteries, publicity Contests and amusement machines* of the Province of Quebec (L.R.Q., chapter L-6).
- 42. **Rules compliance**. Any entrant who fails to comply with these Rules may be disqualified.
- 43. **Decisions**. Decisions of the Organizer are final and are not subject to appeal.
- 44. **Unenforceability.** If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- 45. **Language.** In case of any discrepancy between the French and English versions of these Contest Rules, the English version shall prevail.