# **Tool Up With BOSCH Contest Rules**

# **TERMS AND CONDITIONS**

1. RONA (the "Organizer") and Robert Bosch Inc. (the "Organizer) are the Organizers of the "Tool Up with BOSCH" Contest (the "Contest").

### **ELIGIBILITY**

- 2. The Contest begins on May 1, 2015 at 9.01 a.m. (Eastern Time Zone) (the "Contest opening date") and ends on July 31, 2015 at 11:59 p.m. (Eastern Time Zone) (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, agents and representatives of the Contest Organizers, of any company, corporation, trust or other legal entity controlled by or affiliated to them, their franchisees, their advertising and promotional agencies, suppliers of prizes, material and services related to this Contest, 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.

# **HOW TO ENTER**

- 5. To enter, visit www.rona.ca/toolup and proceed as follows:
- 6. Between May 1 and July 31, 2015 at 11:59 p.m. (Eastern Time Zone), the entrant must provide all required information in the participation form to be eligible for the draw. Limit of one entry per e-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 e-mail address to enter the Contest.
- 7. Entry forms with names of people under the age of majority, or alias names, nicknames or any other substitution of a participant's given name will be disqualified, and the participants submitting such an entry will be deemed ineligible to win this Contest's prize.
- 8. The randomly selected participant's email address must be valid for that participant to be declared the winner.
- 9. All subscriptions deemed to be fraudulent will be automatically rejected and considered ineligible for a prize. The Contest Organizers' decision is final and may not be appealed.
- 10. No purchase is required. However, online access to the Web and an e-mail account are required to participate in 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**

11. Three (3) prizes are offered:

There are three (3) regional prizes. Each regional prize consists of One (1) prize pack of BOSCH products comprised of the following: BOSCH 10" Table Saw with Gravity-Rise Stand (4100-09), 12" Dual Bevel Sliding Miter Saw (GCM12SD), 2-Tool Kit with Compact Tough Hammer Drill Driver, 18-V Impact Driver (IDH182) & (2) SlimPacks (2 A) with L-Boxx 2 Kit (CLPK250-181L), Jigsaw (JS470EB), Men's Heated Jacket – XL (PSJ120XL-102), Jobsite Radio (PB360S-C), L-Boxx1A Case – Size 1 with 13-Piece Insert Set (LBOXX-1A), Oscillating Tool (3 A) with Bag & 21 Accessories (MX30EC-21). Total estimated prize retail value of \$3,000.

The three (3) regional prizes will be awarded regionally as follows: One (1) to an entrant from the provinces and territories comprised of British Columbia, Alberta, Saskatchewan Manitoba, Yukon, Nunavut and Northwest territories, one (1) to an entrant from the province of Ontario, and one (1) to an entrant from the provinces comprised of Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland-Labrador.

#### **DRAW**

12. Three (3) entrants will be selected through a random computer-generated draw by RONA inc. (220 Chemin du Tremblay, Boucherville (QC) J4B 8H7) on August 1, 2015 at 10:00 a.m. (EST), and will be declared Grand Winners. Chances of winning depend on total number of participants. Limit of one (1) prize per person per habitation.

#### WINNERS SELECTION

- 13. To be declared winner, entrants must:
  - a) be reached by the Organizers 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 prize as described in these rules. Prize 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 Form), to be provided by email, and return it to the Organizers before the deadline indicated in the letter accompanying the Form.

In signing this form, Contest winners also give the required consent to the terms of this regulation and authorizes the Contest Organizers to use their name, city of residence, photograph, voice and comments regarding the Contest without compensation. In signing

this form, winners also agree to accept the prize as awarded, and release the Organizers from all responsibility ensuing from their participation in this Contest, or in the receipt or use of the prize.

14. 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 Organizers may, at their 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.

#### 15. PRIZE

Within five (5) days following the receipt of the duly completed and signed Declaration Form, the Contest Organizers will contact the grand prize winners to make the necessary arrangements.

## **GENERAL CONDITIONS**

- 16. **Verification**. Entry Forms, and Declaration Forms are subject to verification by the Contest Organizers. 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 entitle to an entry or to a prize, as the case may be.
- 17. **Personal information**. By participating in 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 Organizers for the reasons of application, administration and execution of the Contest. The Organizers will not sell or transmit this information to a third party except for reasons pertaining to the administration of this Contest.
- 18. 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 Organizers 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 Organizers 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 Organizers' server and/or the server of the company that maintains the site and/or the Contest administrator's site.
- 19. 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.

- 20. **Disqualification.** The Contest Organizers reserve the right to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in 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.
  - 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 Organizers reserve the right to reject the entrant's entries and obtain legal or equitable relief under applicable laws. Contest Organizers reserve 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 Organizers or their representatives. Contest Organizers reserve the right to disqualify any entrant contravening these rules.
- 21. **Acceptance of prize.** The Organizers and the supplier of the prize 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. Prize will be sent at the RONA store selected by the winners (3). 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 Organizers to award a prize (or a portion thereof) as described in these Contest Rules, they reserve the right to award a prize (or portion thereof) of the same kind and of equivalent value or, at their sole discretion, the cash value of a prize (or portion thereof) as indicated in the Contest Rules.
- 23. The refusal of a Finalist selected randomly to accept the prize frees the Contest Organizers 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 Organizers, 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 Organizers do 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 participation 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 participation 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 Organizers and the Partners 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 Organizers and the Partners 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 Organizers reserve the right, at their 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 participation in the Contest. In the event that the computer system cannot register all Contest entries during the Contest Period for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the Contest Organizers may, at their 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 participation in the Contest. The Contest Organizers reserve 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 Organizers 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**: participation in the Contest. Persons who enter or try to enter this Contest release the Released Parties from any liability for damages these said persons may incur as a result of their entry or their attempt to enter the Contest.
- 33. **Authorization**. By entering this Contest, any entrant selected for a prize authorizes the Contest Organizers and their 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 Organizers' 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 Organizers and shall not in any case be returned to entrants. The Contest Organizers cannot be held responsible for any entry form that is lost, incomplete, incorrectly forwarded or delayed for whatever reason.
- 37. **Contest Organizers' decision.** Any decision by the Contest Organizers or their 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.
- 38. **Partners**. Partners only supply the prizes and play no role in managing the Contest and only the Organizers administers the Contest. This Contest is managed by RONA inc. with Robert Bosch inc.
- 39. **Litigation.** 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.
- 40. **Rights.** The Organizers 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)
- 41. **Rules compliance**. Any participant who fails to comply with these Rules may be disqualified.
- 42. **Decisions**. Decisions of the Organizers and Partners are final and are not subject to appeal.
- 43. **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.
- 44. **Language.** In case of any discrepancy between the French and English versions of these Contest Rules, the French version shall prevail.