

Win \$5,000 in Black & Decker product giveaway

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN

TERMS AND CONDITIONS

1. RONA Inc. (the "Organizer") is the contest Organizer of the "Win \$5,000 in Black & Decker product giveaway" (the "Contest").

ELIGIBILITY

2. The Contest begins on April 1st, 2018 at 9.01 a.m. Eastern Time Zone ("ET") (the "Contest opening date") and ends on June 30th, 2018 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 of residence at the Contest opening date.
4. The following persons are not eligible to participate in the Contest: employees, agents and representatives of the Organizer and of any company, corporation, trust or other legal entity controlled by or related to the Organizer, as well as, if applicable, their franchisees, their advertising and promotional agencies, their dealer-owners, their 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 or not, and any individuals with whom such employees, agents and representatives are domiciled. "Cookies" must be accepted to enter the Contest.

HOW TO ENTER

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

Between the Contest opening date and the Contest closing date, the entrant must provide all required information in the participation 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. An individual may not use more than one (1) email address to enter the Contest.

6. The real names and last names of entrants must be provided in the entry forms. 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 entrants submitting such an entry will be deemed ineligible to win the Contest's Prize (defined below).
7. The randomly selected entrant's email address must be valid for that entrant to be declared the winner.
8. All subscriptions deemed to be fraudulent will be automatically rejected and considered ineligible for a Prize (defined below).

9. **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 email accounts.

PRIZES

10. There is one (1) prize to win (the "Prize(s)"). The Prize contains \$5,000 Black & Decker product. The value of the Prize is estimated at \$5,000.
11. The Prize will be awarded as follows: The Prize will be drawn randomly to one (1) entrant coming from those following: British-Columbia, Alberta, Saskatchewan, Manitoba, Yukon, Nunavut, Northwest Territories, Ontario, Quebec, New-Brunswick, Nova-Scotia, Prince Edouard Island, Newfoundland and Labrador.

DRAW

12. One (1) entrant will be selected through a random computer-generated draw by the Organizer at 220 chemin du Tremblay, Boucherville, Qc, J4B H7 on July 4th, 2018 at 10:00 am. ET and will be declared the winners of a Prize. Chances of winning depend on the total number of admissible entrants. Limit of one (1) Prize.

WINNERS SELECTION

13. To be declared a winner, entrants must:
- a) be reached by the Organizer within **five (5) business days** of the draw. Any entrant who is not reached by the deadline will have his/her entry cancelled without any recourse or other form of compensation and a second entrant will be selected. If the second entrant is not reached within **five (5) business days** following the second selection, his/her entry will be cancelled and a third entrant will be reached under the same conditions. In the event that the third entrant cannot be reached, the Prize will not be awarded;
 - b) accept the Prize as described in these Contest Rules (the "Rules"). The Prize cannot be transferred to another individual, substituted for another prize or exchanged in whole or in part for money or any other consideration, except as provided in section 21 below;
 - c) fill out and sign the waiver of liability (the "Declaration Form"), to be provided by email, and return it to the Organizer before the deadline indicated in the letter accompanying the Declaration Form; and

By entering the Contest and signing the Declaration Form, Contest winners also consent to the terms and conditions of these Rules and authorize the Organizer to use their name, city of residence, photograph, image, voice and statements regarding the Contest without compensation. By signing this Form, the winners also agree to accept the Prize, and release the Organizer and Black & Decker from all liability ensuing from their participation in this Contest, or in the receipt or use of the Prize.

Failure to comply with one of the conditions mentioned in these Rules or to accept a Prize will cause selected entrants to be disqualified. In such a case, the 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.

PRIZES

14. Within **five (5) business days** following the receipt of the duly completed and signed Declaration Form and of the correct response to the mathematical skills-based question ($40+10-20/2=$) posed by telephone at a mutually convenient time. The Organizer will contact the winner to make the necessary arrangements to transfer the Prize to the winner.

GENERAL CONDITIONS

15. **Verification.** Entry forms and Declaration Forms are subject to verification by the 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 his/her personal information (information that identifies the entrant as an individual, such as: telephone number, age and address) by the Organizer for the reasons of application, administration and execution of the Contest. The 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 online, all entrants acknowledge and consent that the personal information they have provided will be kept on the server of the 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 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 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 online entrant, the entry form will be considered to belong to the holder of the email account. Online entry forms will be deemed to have been submitted by the authorized account holder of the email address submitted on the entry form. "Authorized account holder" is defined as the physical person who is assigned an email address by an Internet access provider, online service provider or other organization (business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address.
19. **Disqualification.** Disqualification. The Organizer reserves its 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 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 Organizer reserves its right to reject the entrant's entries and obtain legal or equitable relief under applicable laws. The Organizer reserves its right to disqualify an entrant or disqualify him/her from eligibility for a Prize, if, at its sole discretion, the Organizer judges 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 attempt to intimidate, abuse, threaten or harass any entrants, the Organizer or its representatives.
- 21. Acceptance of Prize.** The Organizer and Black & Decker 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 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 or other consideration, except as provided in the section below.
- 22. Substitution of Prize.** In the event that it would be impossible, difficult and/or costlier for the Organizer to award the Prize (or a portion thereof) as described in these Rules, the Organizer reserves its right to award a prize (or a portion thereof) of the same kind and of equivalent value or, at its sole discretion, the cash value of a Prize (or a portion thereof) as indicated in these Rules.
- 23. Refusal of Prize.** The refusal of a participant to accept the Prize frees the Organizer of all obligations associated with the awarding of a Prize to this participant.
- 24. Liability limit: use of the Prize.** By entering the Contest, any entrant selected for a Prize releases and does not hold responsible the Organizer and Black & Decker and any company, corporation, trust or other legal entity controlled by or related to them, as well as their advertising and promotional agencies and 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 Organizer does not warrant that access to or use of the Contest web site will be uninterrupted during the duration of the Contest 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 event that such an issue occurs, the Organizer may, without notice and any admission of liability, at its sole discretion, cancel, modify or withdraw from this Contest, in whole or in part. 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 Organizer and Black & Decker 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

labor dispute occurring in the places of business of the organizations or companies whose services are retained to hold this Contest.

- 28. Operational situations.** The Organizer and Black & Decker 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 Organizer reserves its 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 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 duration of the Contest for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Rules, the Organizer may, at its sole discretion, proceed with a draw among the entries duly registered during the duration of the Contest or, as the case may be, up to the date of the event ending participation in the Contest. The Organizer reserves its 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 Organizer and Black & Decker be required to award more prizes than indicated in these Rules or to award a Prize otherwise than in compliance with these 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 that 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 Organizer and its representatives to use, if required, his/her name, photo, image, voice, place of residence and/or statements regarding the Contest at its 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 Rules or at the 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.** Forms and all documents related to this Contest are the property of the Organizer and shall not in any case be returned to entrants. The 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 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. Partners.** Black & Decker only acts as a supplier of prizes and plays no role in managing or administering the Contest and only the Organizer manages and administers the Contest.
- 39. Contest Organizer's decision.** Any decision by the 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.
- 40. Rights.** The 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).
- 41. 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.
- 42. Rules compliance.** Any entrant who fails to comply with these Rules may be disqualified.
- 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 Rules, the English version shall prevail.

SHORT LEGAL

Contest Period: April 1st to June 30th 2018. The Contest is open to Canadian residents who have reached the age of majority in their province of residence at the Contest opening date. To receive one (1) entry, the entrant must participate online at www.rona.ca/en/black-and-decker-contest and respect all Contest Rules. Some restrictions apply. There is a total of one (1) prize. The total value of the prize is estimated at \$5,000. Odds of winning depend on the number of eligible entries received during the Contest Period. Limit of one (1) entry per person, per residence, per email address, for the Contest Period. RONA Inc. and Black & Decker, and any entity controlled by or related to RONA Inc. and Black & Decker (“Entities”), as well as their employees, agents and representatives or any member of their immediate family, their legal or common-law spouse, or any other person with whom they are domiciled, may not participate in the Contest. The Entities are not liable for any injury or material damage that may occur as a result of the awarding of a prize for this Contest. This Contest is subject to all applicable laws. He/she must also complete a Declaration Form that must be returned to RONA Inc. via the Internet to the address that will be provided to the winner. In Quebec, a dispute over the organization or conduct of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for resolution. 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. No purchase necessary to enter or win. Complete Contest Rules at www.rona.ca/en/black-and-decker.