# CONTEST Celebrating Craftsman One-Year Anniversary at Réno-Dépôt & RONA Win \$1,800 of Craftsman products

### **ORGANIZER**

**1.** RONA Inc. (the "Organizer") is the organizer of the contest "Win \$1,800 of Craftsman products" (the "Contest").

## **ELIGIBILITY**

- **2.** The Contest begins on October 31<sup>st</sup>, 2019 at 12.01 a.m. Eastern Time Zone ("ET") (the "Contest opening date") and ends on November 27<sup>th</sup>, 2019 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. The following persons are not eligible to enter into the Contest: the Organizer, any company, corporation, trust or other legal entity controlled by or related to the Organizer, their franchisees, their advertising and promotional agencies, their affiliated merchants, their suppliers of the prizes, materials and services related to this Contest, the employees, mandataries and representatives of the persons mentioned above, as well as any persons with whom these persons are domiciled or with whom they have an immediate family relationship (brothers, sisters, children, father, mother) and their legal or common spouses, whether domiciled together or not.

#### **HOW TO ENTER**

- **5.** The entrant may enter online at :
  - a. https://www.rona.ca/en/craftsman-contest
  - b. https://www.renodepot.com/en/craftsman-contest

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 and by banner (RONA and Réno-Dépôt), 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 entries registered fraudulently will be automatically rejected and considered ineligible

for a Prize (defined below).

- **9.** "Cookies" must be accepted to enter the Contest.
- **10. No purchase is necessary to enter the Contest**. However, online access to the Web and an e-mail account are required to participate in the Contest. \*Many public libraries, retail businesses and other establishments provide free computer and Internet access, and certain Internet service providers or other companies offer free email accounts.

#### **PRIZES**

**11.** There are two (2) prizes to be won (the "Prize(s)"), each of an approximate value of \$1,800, for a total value of \$3,600.

The first Prize is composed of the following Craftsman products at RONA. The five products included in such Prize are the following:

- Carftsman Set of 8 Cordless Tools 20 V Lithium-Ion CMCK800D2 Value of \$649
- Craftsman Cordless Blower 20 V 350 PCM CMCBL720M1 Value of \$199
- Craftsman Workbench 6 Drawers 41" x 18" x 34" Red and Black Value of \$599
- Craftsman 20-Piece Versatrack Storage Kit CMST22000 Value of \$99.99
- Craftsman Mechanics Tool Set Steel 137 Pieces CMMT82331 Value of \$249

This first Prize will be awarded by the random drawing of one (1) entrant who registered through the form available at <a href="https://www.rona.ca/en/craftsman-contest">www.rona.ca/en/craftsman-contest</a>.

The second Prize is composed of the following Craftsman products at Réno-Dépôt. The five products included in such Prize are the following:

- Carftsman Set of 8 Cordless Tools 20 V Lithium-Ion CMCK800D2 Value of \$649
- Craftsman Cordless Blower 20 V 350 PCM CMCBL720M1 Value of \$199
- Craftsman Workbench 6 Drawers 41" x 18" x 34" Red and Black Value of \$599
- Craftsman 20-Piece Versatrack Storage Kit CMST22000 Value of \$99.99
- Craftsman Mechanics Tool Set Steel 137 Pieces CMMT82331 Value of \$249

This second Prize will be awarded by the random drawing of one (1) entrant who registered through the form available at https://www.renodepot.com/en/craftsman-contest.

# **DRAW**

**12.** Two (2) entrants will be selected through a random computer-generated draw by the Organizer at 220 chemin du Tremblay, Boucherville, Qc, J4B H7 on December 4<sup>th</sup>, 2019 at 10:00 am. and will be declared the winners of a Prize. One (1) entrant will be selected among the entries received through the form available on the RONA website and one (1) entrant will be selected among the entries received through the form available on the Réno-Dépôt website. Chances of winning depend on the total number of admissible entrants. Limit of one (1) Prize per entrant, regardless of the banner, and a limit of two Prizes in total.

#### 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. If the third selected entrant cannot be reached within **five (5) business days** following the third selection, such 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 by another prize or exchanged in whole or in part for money or any other consideration, except as provided in section 22 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
  - d) answer correctly a mathematical skill-testing question, which will be asked by email, within a limited time and without any mechanical or other assistance.

By entering the Contest and signing the Declaration Form, Contest winners also consent to the terms and conditions of these Rules and, except where prohibited by law, authorize the Organizer to use their name, city of residence, photograph, image, voice and statements regarding the Contest without compensation. By signing the Declaration Form, the winners also agree to accept the Prize, and release the Organizer and Craftsman from all liability ensuing from their participation in this Contest, or in the receipt or use of the Prize to the extent such liability does not result from the Organiser's own act of the act of its representative.

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 right response to the mathematical skills-based question posed by telephone at a mutually convenient time. The Organizer will contact the winner to make the necessary arrangements to deliver the Prize to the winner. The winner may have to go to a store of a banner corresponding to the one selected during the Contest to receive his Prize

# **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 and saved 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.
- 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 indicated in the entry form. 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. The Organizer reserves its right to disqualify an entrant or disqualify him/her from eligibility for a Prize, if 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. The Organizer reserves the right to disqualify any entrant acting in violation of these Rules. 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.
- **21. Acceptance of Prize.** The Organizer and Craftsman give no guarantee, other than that provided by applicable law, 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 Craftsman 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, mandataries and representatives (the "Released Parties") from and against any damage resulting from the acceptance or use of a Prize, unless this liability arises from the Organizer's own act or the act of his representative.
- **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. Except for liability arising from the Organizer's own act or the act of his representative, 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 (Québec). In the province of Québec, the limitation of liability provided herein does not apply to the extent that the liability arises from the Organizer's own act or the act of his representative.
- 27. Liability limit: exceptional circumstances. The Organizer and Craftsman 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. In the province of Québec, the limitation of liability provided herein does not apply to the extent that the liability arises from the Organizer's own act or the act of his representative.
- **28. Operational situations.** The Organizer and Craftsman 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. In the province of Québec, the limitation of liability provided herein does not apply to the extent that the liability arises from the Organizer's own act or the act of his representative.

- **29. Contest modification.** The Organizer reserves its right, 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 (Québec)*.
- 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 Craftsman 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. In the province of Québec, the limitation of liability provided herein does not apply to the extent that the liability arises from the Organizer's own act or the act of his representative.
- **33. 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.
- **34. Property.** Entry forms, Declaration Forms and all other 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.
- **35. Partners**. Craftsman 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.
- **36. 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.
- **37. 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).
- **38. 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.

Without limiting the foregoing, entrant agrees that: i) any and all disputes, claims and

causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved by the courts of the province of Quebec; ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and iii) under no circumstances entrant will be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Organizer in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

- **39. Rules compliance**. Any entrant who fails to comply with these Rules may be disqualified.
- **40. 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.
- **41. Language.** In case of any discrepancy between the French and English versions of these Rules, the English version shall prevail, except in Québec where the French version shall have precedence. In case of any discrepancy between a printed version of these Rules and the version found online on the website of the Organizer, the online version shall have precedence.