



**IRWIN® “NOMINATE A TRADESMAN” CONTEST  
OFFICIAL RULES**

**Nomination Period: September 25, 2018 – October 30, 2018**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

This Irwin® “Nominate A Tradesman” Contest (“Contest”) is sponsored by IRWIN Tools, 701 E. Joppa Road, Towson, Maryland 21286 (“Sponsor”) and begins at 12:00:01 a.m. Eastern Time (“ET”) on September 25, 2018 and ends at 11:59:59 p.m. ET on October 30, 2018 (“Nomination Period”). Sponsor shall be the official timekeeper for this Contest. By entering this Contest, each entrant fully and unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor which shall be final and legally binding in all respects. Entry in this Contest does not constitute entry into any other promotion. Each entrant understands that they are providing their information to Sponsor and it will be used in accordance with Sponsor’s privacy policy (<http://www.irwin.com/about-us/privacy-policy>). Any personally identifiable information collected during an entrant’s entry in this Contest will be collected by Sponsor or its designee(s) and used by Sponsor or its designee(s) for purposes of the proper administration, fulfillment, publicizing and promotion of this Contest as described in these Official Rules, as stated in Sponsor’s privacy policy, or as otherwise expressly consented to by entrants during any separate opt-in opportunity provided to entrants during entry in this Contest. If an entrant does not fully agree to the terms of these Official Rules, such entrant should not enter this Contest. Should there be any conflict between Sponsor’s privacy policy and these Official Rules, these Official Rules shall govern. Provided there is a sufficient number of meritorious submissions, three (3) prizes will be awarded, three (3) winners will be declared, and not more than one (1) prize per winner and/or household. This Contest is subject to all federal, state and local laws and regulations. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Walt Disney Parks and Resorts U.S. (“Disney”) is not a sponsor of this Contest.

**1. ELIGIBILITY:** This Contest is open only to, and both the nominator and the nominee must be, individual, legal residents of the 50 United States or the District of Columbia who are 21 years of age and older. Employees, officers and directors of Stanley Black & Decker, Inc., Retail Sports Marketing, Inc. (“RSM”), Disney, and each of their respective parent companies, affiliates, subsidiaries and advertising and promotion agencies, participating retailers and each such person’s IRS dependents, immediate families (spouse, siblings, children, parents and their respective spouses) and those living in their same households, related or not, are not eligible to enter. Void where prohibited.

**2. TO ENTER:** Nominate a professional tradesman who has made a difference in your community and is deserving of Sponsor’s “2018 National Tradesman” title by visiting [www.irwin.com/nominateatradesman](http://www.irwin.com/nominateatradesman) (“nomination site”) during the Promotion Period and following the instructions (a “Nomination”). You may nominate yourself if you are a professional tradesman. Nomination must include a photo and a brief paragraph (maximum 150 words) stating why you believe your nominated professional tradesman has made a difference in his or her community. The paragraph must convey the nominated professional tradesman’s innovation and passion for his/her trade through community service. A “professional tradesman” is defined as a person, who for his/her profession has been paid to perform a skill/trade and utilizes tools and/or power tools to complete this skill or trade. The paragraph must be factually accurate, e.g., based on actual events and circumstances. The paragraph must be written in English. Nominations must be received by Sponsor during the Nomination Period only. Limit one nomination per person as nominator. Released Parties (as defined below) are not responsible for late, incomplete or inaccurate Nominations, and all such Nominations will be void. Released Parties are also not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Once submitted, the Nomination may not be further edited. Sponsor reserves the right to disqualify any Nomination it deems to be inappropriate, offensive or not in keeping with the eligibility requirements, theme of this Contest or Sponsor’s image, in its sole discretion. Submissions that are deemed not to be original or are deemed to be inappropriate for publication will be ineligible. All Nominations become the sole property of the Sponsor and will not be acknowledged or returned. By



participating, nominators and, by accepting a prize, winners, agree to be bound by these Official Rules. A Nomination may be withdrawn in Sponsor's discretion if written request for such withdrawal is made by the nominee. The maximum size of each photo image cannot exceed 10MB. Videos are not an acceptable format for entry. Nominations generated by a script, macro, or other automated means will be disqualified. Nominations that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, will be disqualified. **Nominations must not include any of the following: (a) content or materials that infringe or violate any law; (b) objectionable content or language that is crude, inappropriate or offensive to others; (c) anyone under age 18; (d) anything that shows any risk of harm to any person or property or depicts anything that is unsafe or could be harmful to the nominee, nominator or others.** Products shown in the Nominations must reflect proper use and/or be displayed in accordance with the product's operating instructions and with all required personal protective equipment. Any Nomination that depicts reckless or unsafe behavior, improper use of any products, in Sponsor's sole discretion, will be disqualified.

**3. JUDGING/POTENTIAL WINNERS:** Eligible Nominations received by Sponsor during the Nomination Period will be judged by a panel of independent judges whose decisions are final and binding in all judging matters relating to this Contest. Nominations will be judged on the following equally-weighted criteria: 1) keeping with the spirit of the Contest's Nominate a Tradesman theme, 2) the impact made by the nominee in his or her community, and 3) the nominee's passion for his/her trade. Nominations will be judged solely on the basis of the information submitted with this Contest. The top three (3) Nominations will be declared potential "winners" of this Contest. The potential winners will be notified by Sponsor (or its designee RSM) by phone or email on or about November 5, 2018. Sponsor is not obligated to notify the nominator that his or her nominee has been selected. A NOMINEE IS NOT AN OFFICIAL WINNER UNTIL HE/SHE HAS BEEN ADVISED BY SPONSOR (OR ITS DESIGNEE) THAT THE VERIFICATION PROCESS HAS BEEN SUCCESSFULLY COMPLETED AND ALL REQUIRED DOCUMENTS HAVE BEEN RECEIVED BY SPONSOR (OR ITS DESIGNEE) BY THE STATED DATE(S) AND AS REQUIRED HEREIN.

**4. PRIZE:** Provided there is a sufficient number of meritorious submissions, three (3) prizes will be awarded, three (3) winners will be declared, and not more than one (1) prize per winner and/or household. The prize is a 5-night/4-day trip to the *Walt Disney World*<sup>®</sup> Resort for each winner and three (3) of their guests consisting of the following: Round-trip coach class air transportation on a carrier of Sponsor's choice between the nearest major airport in the U.S. to the winner's place of residency to Orlando International Airport will be provided for up to four (4) people. Each winner and their guests must travel together on the same itinerary and on the same dates as specified by Sponsor. The lodging accommodations will be in a Moderate Resort, in one (1) standard room per winner. Disney Theme Park tickets will include a 4-Day Park Hopper ticket, 4-Day Memory Maker and one (1) Disney Gift Card in the amount of \$1,500.00 for meals on the Disney property. **The prize must be utilized by June 30, 2019 or the winner will forfeit the prize in its entirety. Prizes will be awarded to the winning nominees; nominators will not receive a prize (unless the nominator nominated himself or herself).** No substitution, assignment or transfer of the prize will be permitted by any winner. Sponsor, however, reserves the right to substitute the prize in whole or part with a prize of comparable or greater value, at its sole discretion, for any reason. Prizes cannot be redeemed for cash. The approximate retail value of the prize is \$7,635.00; if the actual value of the prize awarded is less than this, the winners will not receive the balance in cash, credit or otherwise. Dates of travel of the prize are subject to availability and restrictions. All expenses associated with prize receipt and/or use not expressly described in these Official Rules as included in the prize are the sole responsibility of the winners and guests. The prize does not include: upgrades in airfare; travel or life insurance; rental car; room service; room or other damages; hotel amenities; travel arrangements to and from home airport; additional hotel night stay; additional hotel room(s); meals; additional guest(s); gratuities; excess or oversized baggage fees; any other travel-related expense(s) and/or incidental cost(s). Prior to travel, all guests will be required to return to Sponsor or RSM a personally signed liability and publicity release form. If any guest is a minor in his/her jurisdiction of residence, the release form required per these Official Rules must be submitted and signed by a parent or legal guardian of such minor. Sponsor shall not be responsible for any lost, misplaced, stolen, expired, unclaimed or travel vouchers, unused tickets, gift card, passes, etc. The prize is subject to all terms and conditions contained on the back of travel vouchers, tickets, gift card, passes, etc. Each winner and their guests must agree to comply with all applicable rules and regulations in connection with the prize. Sponsor and Disney reserve the right to remove or deny entry to any winner and/or guest who engage in a disruptive manner or with intent to annoy,



abuse, threaten or harass any other person at any prize event. Due to the nature of the prize, each winner and their guests must respond promptly to Sponsor, RSM or their agents/designees when contacted and provide required documents or information by the stated deadlines; if any winner or guest does not respond such that Sponsor or its agents cannot make necessary arrangements or other details required for the prize, such winner will be disqualified and forfeit the prize. The prize may involve strenuous physical activity and there is a risk of personal injury and/or property damage and each winner and guest must assume all risk of injury, death or other losses or damages arising out of participation in the prize. All federal, state and local taxes and any other costs and expenses associated with the acceptance and use of the prize are the sole responsibility of each winner, and each winner must complete all forms requested by Sponsor to evidence and accomplish such ("Tax Forms"). **EACH WINNER IS ADVISED TO SEEK INDEPENDENT COUNSEL REGARDING TAX AND LEGAL IMPLICATIONS OF ACCEPTING THE PRIZE.** Each potential winner will be required to show valid U.S. government-issued photo Identification and complete, sign and return to Sponsor an Affidavit of Eligibility, an affidavit that all information included in the Nomination is true and correct, a liability release, Tax Forms and (where not prohibited by law) a consent to background check and Publicity Release. **If the above required items are not received by Sponsor or its designee by the date(s) listed on the notification, if any potential winner is found to be ineligible, does not pass the background check or is not in compliance with these Official Rules, if notification is returned as undeliverable, or if any potential winner declines the prize for any reason, such potential winner will be disqualified, and the prize will be forfeited, and, at Sponsor's sole discretion, awarded to an alternate.** The total approximate retail value of all prizes to be awarded in this Contest is \$22,905.00. If unclaimed, the prize will not be awarded. Not all prizes will be awarded if there is not a sufficient number of meritorious Nominations. The use of any prize manufacturer's name or trademark in connection with the prize is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship. All trademarks and trade names are the property of their respective owners. The prize value represents Sponsor's good faith determination, is final and binding and cannot be challenged or appealed. No more than the stated number of prizes will be awarded.

**5. OWNERSHIP/USE:** Submission of a Nomination constitutes the nominator's consent to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in the Nomination and paragraph as part of the Nomination, including, without limitation, all copyrights, and the nominator waives all moral rights in respect of the Nomination and the paragraph. By submitting a Nomination and paragraph, the nominator represents and warrants that (a) the paragraph is original work created solely by the nominator and all factual matters set forth therein are true, (b) the paragraph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, (c) use and publication of the paragraph by Sponsor will not infringe on the copyrights, trademarks, moral rights, rights of privacy/public or intellectual property rights of any person or entity, (d) the paragraph has not previously been and will not in the future be entered in any other contest, and (e) the essay has not been previously published in any medium. By submitting a Nomination and paragraph, the nominator further agrees that Sponsor may exploit, edit, modify, and distribute the paragraph and all elements of such entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party. Each winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, photograph, biographical information contained in winning paragraph, voice and/or likeness for advertising, trade and promotional purposes without further compensation, at any time, in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval.

**6. NOMINATION CONDITIONS AND RELEASES:** By submitting a Nomination or accepting a prize, as applicable, each nominator and winner agrees for themselves and their heirs, executors, administrators, representatives, insurers and assigns: to release and hold Sponsor, Stanley Black & Decker, Inc., Disney, RSM, participating retailers and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") harmless from and against, any liability, for (any injuries, losses or damages of any kind, to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest or in any Contest-related activity including preparing for and traveling to any prize-related activity. Released



Parties are not responsible for mechanical, technical, human or other errors relating to or in connection with this Contest, including, without limitation, errors which may occur in connection with the administration of this Contest, the processing or judging of entries, the announcement of the prizes or winners or in any Contest-related materials. Released Parties are not responsible for any electronic or typographical errors in the printing, advertisement or reproduction of these Official Rules, in any advertisement or promotional material related to this Contest (print and/or online).

**7. PUBLICITY RELEASE:** Acceptance of a prize in this Contest constitutes the winner's permission for Sponsor, Disney and/or their respective designee(s) to use winner's name, photograph, image (still or video), likeness, voice, audio, biographical information, statements, testimonial, personal exposition (and/or any edited portion thereof), address (city and state), prize information, Nomination, and any remarks about the prize or being nominated in this Contest, in whole or in part (collectively, "Attributes") for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and the each winner agrees to release Sponsor, Disney and their respective designees from all claims arising out of the use of such Attributes.

**8. RELEASE OF CLAIMS (CALIFORNIA):** Each nominator and winner acknowledge that there is a possibility that, subsequent to their involvement with or entry in this Contest and adherence to these Official Rules they may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by them at that time may have materially affected their decision to enter this Contest. Such nominators and winners acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unknown and unsuspected claims. Such nominators and winners acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: **"A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

**9. GENERAL TERMS AND CONDITIONS:** Sponsor reserves the right to amend these Official Rules at any time and the amended Official Rules will be located on the nomination site. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term. Headings in these Official Rules are for convenience of reference only, and do not form a part hereof, and do not define, limit, describe, modify, interpret or construe the meanings of Sponsor, scope of the Official Rules, or intent of any paragraph hereof. Failure to comply with these Official Rules may result in disqualification from this Contest at Sponsor's sole and absolute discretion. Entrants are solely responsible for all costs and expenses incurred in entering this Contest.

**10. DISQUALIFICATION/FORCE MAJEURE:** Sponsor reserves the right to modify, extend, suspend, or terminate this Contest if it determines, in its sole discretion, that this Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of this Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prizes or continuing with this Contest 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, labor 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, state or local government law, order, or regulation, public health crisis (e.g. Zika virus), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a **"Force Majeure"** event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate this Contest. If this Contest is terminated before the designated end date, Sponsor will (if possible) select the potential winner in the process described above from all eligible, non-suspect Nominations received as of the date of the event giving rise to the



termination. Inclusion in such judging process shall be each nominator's sole and exclusive remedy under such circumstances.

**11. DISPUTES:** Except where prohibited, each nominator, nominee and winner agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action; (2) 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' or legal fees; and (3) unless otherwise prohibited, under no circumstances will a nominator, nominee or winner be permitted to obtain awards for, and each nominator, nominee and winner agrees to waive all rights to claim, indirect, punitive, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

**12. WINNERS LIST:** To obtain winners' names, send a self-addressed envelope to: IRWIN "Nominate A Tradesman" Contest Winners, 701 E Joppa Road, Mail Stop No. TW230, Towson, MD 21286, Attn.: S. Miller. Requests must be received by December 1, 2018. Winners list will be sent after winners have been verified and prizes have been awarded.