



**IRWIN TRADESPERSON OF THE YEAR – 2019 CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
VOID WHERE PROHIBITED BY LAW OR REGULATION.**

This IRWIN Tradesperson of the Year Contest – 2019 (“Contest”) is sponsored by IRWIN TOOLS a Division of Stanley Black & Decker Canada Corporation, 6275 Millcreek Drive, Mississauga ON, L5N 1L8 Canada (“Sponsor”). The entry period is as follows:

<b>Entry Period</b>	<b>Prize</b>
May 13, 2019 – September 13, 2019 (“Full Entry Period”)	Grand Prize
May 13, 2019 – June 13, 2019 (“May Entry Period”)	May Monthly Prize
June 14, 2019 – July 13, 2019 (“June Entry Period”)	June Monthly Prize
July 14, 2019 – August 13, 2019 (“July Entry Period”)	July Monthly Prize
August 14, 2019 – September 13, 2019 (“August Entry Period”)	August Monthly Prize

All Entry Periods will start at 9:00:00 AM Eastern Time (“ET”) and end at 11:59:59 PM ET (“Entry Period”). Sponsor will 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 all decisions of Sponsor which shall be final and legally binding.** Each entrant understands that they are providing their information to Sponsor and the information provided with this Contest will be used in accordance with Sponsor’s privacy policy found on <https://www.stanleyblackanddecker.com/privacy-policy>. Should there be conflict between Sponsor’s privacy policy and these Official Rules, these Official Rules shall govern. Any personally identifiable information collected during an entrant’s entry in this Contest will be collected by Sponsor or its designee and used by Sponsor or its designee for purposes of the proper administration, fulfillment, 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 and Sponsor’s privacy policy, such entrant should not enter this Contest. All Entries (defined below) must be entered during the Entry Period. Limit of: one (1) Entry per person (each eligible entry received by Sponsor during the Entry Period is referred to as an “Entry”). Entry in this Contest does not constitute entry into any other contest or promotion. There will be a total of five (5) prizes awarded; four (4) Monthly Tradesperson of the Month Winners and one (1) Tradesperson of the Year Grand Prize Winner. The Grand Prize Winner will be selected from one of the four (4) Monthly Tradesperson Winners. **If you do not fully agree to these Official Rules, you should not enter this Contest.**

1. **ELIGIBILITY:** This Contest is open only to persons who are legal residents in Canada, have reached the age of majority in their province or territory of residence, have auto insurance coverage and have a valid Canadian driver’s license at the time of entry in this Contest. Employees, officers and directors and their immediate family (spouse, children, siblings, parents, grandparents and grandchildren and step family) and/or people living in the same household, related or not, of Sponsor, Stanley Black & Decker Canada Corporation, Toyota Canada Inc. (“TCI”), entities and persons associated with this Contest, or any of their respective affiliates (individually and collectively, “Contest Entities”) are not eligible to enter this Contest. Eligibility is subject to all federal, provincial, territorial and local laws and regulations, as well as the rules adopted in view of said laws. Void where prohibited by law.

2. **HOW TO ENTER:**

Entrants may enter this Contest, during the Entry Period only, as follows:

- (A) Go to the Entry Site: [www.nationaltradesmenday.ca](http://www.nationaltradesmenday.ca)
- (B) Agree to the Contest Official Rules and Terms of Use;
- (C) Complete entry form by nominating a tradesperson (**entrant can nominate themselves**) who has made an impact in their community and deserves to be rewarded with a new Toyota Tundra Truck.
- (D) Click “submit” to enter.

**ALTERNATIVE METHOD OF ENTRY (“Mail-In entry”) -- NO PURCHASE NECESSARY TO ENTER OR WIN.**

Entrants may enter this Contest by doing the following:

- (1) Go the Entry Site and download and print the entry form;
- (2) Complete the entry form in its entirety;

- (3) Mail your completed entry form to STANLEY BLACK AND DECKER – 6275 MILLCREEK DRIVE, MISSISSAUGA ON, L5N 1L8, CANADA, ATTN: S. RAJA and include “IRWIN National Tradesperson Day Contest – 2019” on the outer envelope;
- (4) Mail-In entries must be postmarked during the Entry Period and received by IRWIN at the above address no later than 11:59:59 PM ET on September 13, 2019;
- (5) Full responsibility for the proper postage rests solely with entrant (you);
- (6) Mail-In entries must be submitted by entrant (you) and contain all required information;
- (7) Limit of one (1) Mail-in entry per entrant;
- (8) IRWIN is not responsible for any lost, late, damaged, incomplete, misdirected or illegible Mail-in entries; and
- (9) Proof of sending or submission will not be deemed to be proof of receipt of any Mail-in entries by IRWIN.

Limit of one (1) Entry per person. Each eligible entry entered during the Entry Period is referred to as an “Entry.” **SPONSOR will NOT notify any entrant of an unsuccessful, void, deleted or invalid submission or entry.** For purposes of this Contest, a “day” starts at 9:00:00 AM ET and ends at 11:59:59 PM ET. Contest Entities shall not be responsible for any costs or expenses incurred by any entrant in entering this Contest. Entries generated by a script, macro or other automated system or means will be disqualified. Entries that are incomplete, garbled, corrupted, illegible or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted as a valid entry. SPONSOR is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which entries will be disqualified. Tampering with the entry process or operation of this Contest is prohibited and any entries deemed by SPONSOR, in its sole discretion, to have been submitted in this manner will be void. Multiple entrants are not permitted to share the same email address, purchase receipt, photo image, information or submission, validation, code / pin # or mail-in entry. Any attempt by any entrant to enter by using multiple/different email addresses, identities, telephone information, purchase information or receipt(s), photo image, registration, entry form, validation(s), mail-in entries or any other methods will void that entrant’s entries and that entrant will be disqualified. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. “Authorized account holder” is defined as the natural person assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. All Entries become the sole and exclusive property of SPONSOR and will not be returned. Automated, bulk, or mechanically reproduced entries or entries submitted by third parties will not be accepted and will be disqualified. Contest Entities shall not be responsible for any costs or expenses incurred by any entrant in connection with entering this Contest. The Judging Panel (defined below) reserves the right to reject or not consider any entry in this Contest for any reason.

### 3. JUDGING CRITERIA/SELECTION OF WINNERS:

**MONTHLY WINNERS:** A Judging Panel comprised of three (3) members of IRWIN Canada Brand/Digital Team (“Judging Panel”) shall select the four (4) Entries that best satisfy the below outlined weighted judging criteria.

Nominations exemplify the true qualities of a tradesperson and the Stanley Black & Decker Mission: Be a Force For Good (link: <https://www.stanleyblackanddecker.com/social-responsibility/our-mission>)

- Empower themselves and others to develop tradecraft skills and education. **25%**
- Innovate with purpose in their tradecraft to solve societal needs; maintain high performance and quality standards on the job site. **25%**
- Create a more sustainable world; suggest ideas in the workplace to create efficiencies and eliminate redundancies. **25%**
- Embrace diversity and inclusion; encourage others through positive attitude and support on the job site. **25%**

**GRAND PRIZE WINNER:** The Judging Panel shall select the Grand Prize Winner out of one of the four (4) monthly winners. The Grand Prize Winner will need to meet the below criteria, in addition to above criteria:

- Goes above and beyond, serving as an industry role model and leader in at least one of four categories: Maker Empowerment, Industry Innovation, Sustainability, Diversity and Inclusion **100%**



**Winner's Selection**

<b>Entry Period</b>	<b>Selection Date</b>	<b>Time</b>
May Monthly Entries	Monday June 17, 2019	10:00AM EST
June Monthly Entries	Wednesday, July 17, 2019	10:00AM EST
July Monthly Entries	Monday, August 19, 2019	10:00AM EST
August Monthly Entries	Wednesday, September 18, 2019	10:00AM EST
<b>Grand Prize</b>	<b>Monday September 23, 2019</b>	<b>10:00AM EST</b>

Entrants are not required to be present to win. The Entry chose by the Judging Panel will be declared a potential "Monthly Winner". Odds of winning the prize n will depend on the total number of qualifying Entries received.

4. **NOTIFICATION AND ACCEPTANCE OF PRIZE:** Each potential Winner will be notified by Sponsor (based upon the information provided in potential Winner's Entry) within ten (10) days after the random drawing is held. **Within ten (10) days of the first notification attempt by Sponsor, each potential Winner must (A) return to Sponsor a completed and personally signed Declaration of Eligibility and Liability/Publicity Release ("Declaration and Release"),; and (B) correctly answer a time-limited, mathematical skills-based question (to be administered by telephone or email) without mechanical or other assistance -- FAILURE TO DO SO WILL RESULT IN FORFEITURE OF THE PRIZE.** The Declaration and Release confirms potential Winner's compliance with these Official Rules and releases the Released Parties (defined below) from any liability with such potential Winner's entry in this Contest and/or their acceptance, possession, use or misuse of the prize. If, despite reasonable efforts by Sponsor any potential Winner does not respond to such notification from Sponsor, does not notify Sponsor which prize they have selected, and/or does not return the Declaration and Release to Sponsor and successfully complete the skills-based question within the above designated time period, if notification is returned as unclaimed or undeliverable, if any potential Winner is determined to be ineligible or otherwise disqualified from this Contest (including for failure to correctly answer the skills-based question), has not complied with these Official Rules or declines the prize for any reason, such potential Winner will be disqualified and forfeit the prize and Sponsor may, *but shall not be required to*, randomly select an alternate potential Winner from the remaining eligible Entries. Sponsor shall have no liability for any notification or documentation relating to this Contest that is lost, intercepted, delayed in delivery or not received by the potential Winner for any reason. To be declared an official "Winner", each potential Winner must meet all eligibility requirements, fully comply with these Official Rules and correctly answer the time-limited, mathematical skills-based question without mechanical or other assistance. Prize award is subject to verification by Sponsor. AN ENTRANT IS NOT A WINNER OF A PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN ADVISED BY SPONSOR THAT VERIFICATION IS COMPLETE.

5. **PRIZES:**

**MONTHLY:** The four (4) monthly prizes are comprised of the following:

<b>Description of Monthly Prize</b>	<b>Approximate Retail Value (CAD\$)</b>
One (1) IRWIN TOOL PRIZE SET (For the trade in which the tradesperson works, based on stock availability)	\$200
One (1) IRWIN Swag Bag Product Prize Pack	\$100
<b>TOTAL ARV:</b>	<b>\$300</b>

The Monthly Prize will be mailed to each Monthly Prize Winner up to twelve (12) weeks after the official Winners are declared in this Sweepstakes. The Monthly Prize will be mailed via ground mail to each Monthly Prize Winner at his/her residential street address (cannot be delivered to a post office box). **The total ARV/MSRP of the Monthly Prizes in this Contest is CAD 1,200.**

**GRAND PRIZE:** The Grand Prize is comprised of the following:

- One (1) 2019 Model Year Double Cab TRD Toyota Tundra where the manufacturer's suggested retail price ("MSRP") of the Prize Vehicle to be awarded is Forty-Seven Thousand Six Hundred Twenty (CAD 47,620) including any

applicable upgrades. The Prize Vehicle will be delivered solely with the express written limited warranties specifically set forth in the Prize Vehicle's applicable owner's guide, which warranties shall run for the term set forth in said guide. TCI and Sponsor disclaim, to the full extent of the law, any other warranties in the connection with the Prize Vehicle. Exterior or interior color of Prize Vehicle is subject to availability. The vehicle depicted on the designated landing page and/or in any advertising, promotional materials or physical display may NOT reflect the actual Prize Vehicle awarded to the Winner; including but not limited to the Prize Vehicle awarded may not be of the same color or have the same features or options as the depicted or displayed vehicle. In the event the particular model of the Prize Vehicle becomes unavailable, or if circumstances are such that awarding such model would be damaging to Sponsor's reputation (due to recall or other similar circumstances), TCI will supply an alternative prize vehicle of comparable or greater value. Any options desired by the Winner will be at the sole cost and expense of the Winner. Subject to availability and excluding any delay for special order vehicle customization or vehicle manufacturing production delays, TCI shall use reasonable efforts to arrange delivery of the Prize Vehicle to the authorized TCI dealership selected by TCI closest to the Winner's primary state of residence in the Continental United States or the District of Columbia ("specified delivery site") within ninety (90) days after TCI's receipt of the information, items and documents from the potential Winner as required per these Official Rules and necessary to transfer the Prize Vehicle legally in the Winner's primary province of residence. TCI and Sponsor shall not be responsible for any delays in delivery of the Prize Vehicle that are not within their control; delivery will be subject to availability. The Prize Vehicle will be delivered to the specified delivery site determined by TCI, only. The Winner MUST personally retrieve the Prize Vehicle from the specified delivery site within thirty (30) days of written notification of delivery and present adequate personal identification, valid Canadian driver's license and evidence of legally required insurance or an alternative winner shall be selected and the original Winner's rights to the Prize Vehicle shall be automatically forfeited. The Winner shall bear all risk of loss or damage to the Prize Vehicle once he/she takes title of the Prize Vehicle at the specified delivery site. The Winner shall be responsible for all taxes, license, title, tags, emission tests, insurance, registration fees and other costs and expenses, including without limitation any travel or transportation costs associated with winning, obtaining ownership of and/or using the Prize Vehicle. Failure of the Winner to pay such taxes, fees and costs/expenses will result in forfeiture of the Prize Vehicle. The ARV/MSRP stated represent Sponsor's good faith determination of the retail value and is final and binding and cannot be challenged or appealed. The Grand Prize is non-transferable, non-assignable, not redeemable for credit or cash (except for the check) and no substitutions of the Grand Prize (or any part) will be made except that Sponsor reserves the right to substitute the Grand Prize (or any part of) for a prize (or part) of equal or greater value for any reason at its sole and absolute discretion. No more than the above stated Grand Prize will be awarded. The use of any prize manufacturer's name or trademark in connection with the Grand 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. Income and other taxes on the Grand Prize are the sole responsibility of the Winner. **THE WINNER IS ADVISED TO SEEK INDEPENDENT COUNSEL REGARDING THE TAX IMPLICATIONS OF ACCEPTING THE GRAND PRIZE. The total ARV/MSRP of the Grand Prize in this Contest is CAD 47,620.**

**The combined value of all prizes available in this Contest is CAD 48,820.** Each Winner is responsible for all taxes on the prize they receive. Contest Entities shall not be responsible for any taxes, fees, costs, or expenses incurred by the Winners on their acceptance, use and/or misuse of the prize awarded. The prizes are non-transferable, non-assignable and not redeemable for cash or credit and no substitution will be made except that Sponsor reserves the right to substitute a prize for a prize of equal or greater value, for any reason, in its sole and absolute discretion. The use of any prize manufacturer's name or trademark in connection with the prizes is solely for the purpose of describing such prizes and is not intended to suggest any affiliation or sponsorship. All trademarks and trade names are the property of their respective owners.

6. PUBLICITY RIGHTS: Acceptance of a prize constitutes permission (except where prohibited by law) from each Winner for Sponsor and its designees to use Winner's name, likeness, biographical information, photograph (whether still or in video), image, voice, address (city and province/territory), prize information and any statements, testimonial or remarks made about winning the prize or entering this Contest in whole or part ("Attributes") for advertising and promotional purposes and publicity in any and all media now or hereafter known or devised, throughout the world in perpetuity, without additional compensation, notification, permission or approval. Each Winner agrees to release SPONSOR and its designees from all claims arising out of such Attributes.

7. CONDITIONS AND RELEASES: By entering this Contest, each entrant agrees on behalf of him/herself and each of his/her heirs, executors, administrators, representatives, insurers, successors and assigns: (A) to release and hold harmless Contest Entities, TCI, Contest prize suppliers, retailers of SPONSOR products, all other individuals, organizations and entities responsible for sponsoring, fulfilling, administering, advertising or promoting this Contest, and each of their respective past and present officers, directors, employees, agents, representatives, dealerships, distributors, franchisees, designees, owners, shareholders, parent companies, subsidiaries and affiliates (individually and collectively, "**Released Parties**") from any and all liability, rights claims and causes of action that entrant may have or which may arise against the Released Parties for any 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 this Contest and/or their acceptance, possession, use or misuse of the prize; (B) to be bound by these Official Rules and waive any right to claim any ambiguity or error therein or in this Contest itself; and (C) that Released Parties are not responsible or liable for any injury or damage to any entrant's or third person's computer and/or its contents, related to or resulting from this Contest, for the theft of the prize or mail, for any malfunctions of the telephone network, computer Internet system, computer dating mechanism, computer equipment, software, or any combination thereof. Failure to comply with these Official Rules may result in disqualification from this Contest at Sponsor's sole and absolute discretion. To the maximum extent permitted by law, Sponsor makes no warranties or conditions, and hereby disclaims all warranties and conditions, express, implied or collateral, concerning the prize or any portion thereof furnished with this Contest. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings of paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof and do not define, limit, modify or construe the meanings of Sponsor, scope of these Official Rules or the intent of any paragraph hereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Released Parties are not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules or any Contest-related materials, including but not limited to print or online advertising. In the event of any discrepancy or inconsistency between these Official Rules or other statements contained in any Contest-related materials, including but not limited to print or online advertising, these Official Rules shall prevail, govern and control. Subject to the approval of the Quebec Régie des alcools, Sponsor reserves the right to amend these Official Rules at any time and the amended Official Rules will be located on the Entry Site. Failure to comply with these Official Rules may result in disqualification from this Contest at Sponsor's sole and absolute discretion. Any attempt by an entrant or other individual to deliberately undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies by such entrant or individual to the fullest extent permitted by law.

8. DISQUALIFICATION/FORCE MAJEURE: Subject to applicable laws, Sponsor reserves the right to modify, extend, suspend, or terminate this Contest if it determines, in its sole and absolute 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 a prize 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, provincial or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to applicable laws Sponsor shall have the right to modify, suspend or terminate this Contest, subject to applicable laws. If this Contest is terminated before the designated end date, Sponsor,

if possible, select the potential Winner from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination.

9. DISPUTES: 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 APPLICABLE LAWS AND SECTION 10 BELOW, ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST 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 FEDERAL COURTS 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.

10. FOR QUEBEC RESIDENTS: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. 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.

11. OFFICIAL RULES; WINNERS: To obtain these Official Rules or the Winners' names, send a self-addressed, stamped envelope to 6275 Millcreek Drive, Mississauga, Ontario L5N 7K6 Canada, Attn.: S. Raja. Please specify whether you request the Official Rules or names of the Winners. All such requests must be received by IRWIN by November 30, 2019.