



BLACK+DECKER OUTDOOR GIVEAWAY
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM, INC.

This BLACK+DECKER Outdoor Giveaway (“Giveaway”) is sponsored by Black & Decker (U.S.) Inc., 701 E. Joppa Road, Towson, MD 21286 (“Sponsor”). The entry period will start on September 9, 2019 at 9:00 AM Eastern Time (“ET”) and end on September 16, 2019 at 11:59:59 PM ET (“Entry Period”). Pancake Laboratories, Inc.’s clock is the official Giveaway timekeeper. By entering this Giveaway, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and decisions of Sponsor which shall be final and legally binding in all respects. Each entrant understands that they are providing their information to Sponsor and the information provided will be used in accordance with Sponsor’s privacy policy (<https://www.stanleyblackanddecker.com/privacy-policy>). Should there be conflict between Sponsor’s privacy policy and these Official Rules, these Official Rules shall govern. If an entrant does not fully agree to the terms of the Privacy Policy, such entrant should not enter this Giveaway. Any personally identifiable information collected during an entrant’s entry in this Giveaway will be collected by Sponsor or its designee and used by Sponsor and/or its designees for purposes of the proper administration, fulfillment, publicizing and promotion of this Giveaway as described in these Official Rules, as stated in Sponsor’s privacy policy or as otherwise expressly consented to by entrant during any separate opt-in opportunity provided to entrant during this Giveaway. All entries are the property of Sponsor and will not be acknowledged or returned. Each entrant may enter this Giveaway a maximum of one (1) time per calendar day during the Entry Period using either one of the methods below. One (1) Winner will be declared, and one (1) prize will be awarded. This Giveaway is subject to federal, state and local laws and regulations.

1. **ELIGIBILITY:** This Giveaway is open only to persons who are USA legal residents (50 states or Wash., DC) and age 18 or older at the time of entry. Employees, their immediate families (spouse, domestic partner, children, siblings, parents, grandparents, grandchildren and step family members) and/or people living in the same household (related or not) of Sponsor, Stanley Black & Decker, Inc., Pancake Laboratories, Inc., Bazaarvoice, Inc. and any of their respective affiliates (individually and collectively, “Giveaway Entities”) are not eligible to enter.

2. **HOW TO ENTER:** There are two (2) entry methods: (A) Online Entry Form Method, and (B) Instagram Comment. Each entrant may enter this Giveaway a maximum of one (1) time per calendar day during the Entry Period using either one of the methods below. To enter, take the following steps using one (1) of the entry methods during the Entry Period only:

(A) Online Entry Form Method: (a) visit <https://blackanddecker.pgtb.me/nvP4Wz> (the “Entry Site”); (b) agree to the Official Rules and Terms of Use; (c) complete and submit the online entry form; and (d) OPTIONAL: opt-in to receive BLACK+DECKER commercial electronic message (this is not required to enter this Giveaway). Each valid entry is hereinafter referred to as “Entry”. Limit of one (1) Entry per person. If Sponsor determines that an entrant has entered this Giveaway more than once, such entrant’s first Entry will be the only valid Entry and the other entries will be voided. If this Giveaway is not completed in accordance with these Official Rules, including if the entry does not contain the required subject criteria, the entrant’s entry will be voided. Entries made by any other individual or any entity, including but not limited to commercial Giveaway subscription notification and/or entering services, will be declared invalid and disqualified for this Giveaway. Tampering with the entry process or the operation of this Giveaway is prohibited and any entries deemed by Sponsor, in its sole and absolute discretion, to have been entered in this manner will be void. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are late, incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, will be disqualified. In case of a dispute over the identity of an entrant, the authorized account holder of the email account used to enter will be deemed to be the entrant. “Authorized account holder” is defined as the person who is assigned to an email account by internet service provider. An entry will be disqualified if it is forged, falsified, altered or improperly tampered with in any way. Multiple persons may not share the same entry or the same email account used to enter this Giveaway.

or

(B) Instagram® Comment: (a) visit www.instagram.com and log into your (non-private) Instagram® account; (b) visit Sponsor's Instagram® page at https://www.instagram.com/blackanddecker_us ("Sponsor's Instagram page"); (c) click on one (1) of the Giveaway posts on Sponsor's Instagram page; (d) agree to the Official Rules and Terms of Use; and (e) on the Giveaway post, provide a caption or comment on the following: what projects you are going to tackle with your BLACK & DECKER yard care products **which must include the hashtag #b+doutdoorgiveaway**. Video files and photos are not an acceptable format for entry in this Giveaway. Entries on a private Instagram® account are not eligible for entry in this Giveaway. Sponsor is not responsible for any unauthorized use of an entrant's submitted Entry by Instagram, Inc. and its affiliates or by Instagram® users. Entries must reflect entrant's personal experience, contain a comment or caption that is responsive to Section 2(E) above, and cannot contain any objectionable or inappropriate content, in Sponsor's sole and absolute discretion. If any entry via the Instagram comment entry method does not include #b+doutdoorgiveaway, it will be disqualified. By entering this Giveaway, each entrant represents and warrants that their Entry is original and they own all right and title thereto and their Entry does not infringe any third party intellectual property rights. Entrants agree to assign and hereby do assign to Sponsor the ownership rights to all Entries. To the extent any such ownership rights are owned by or obligated to be assigned to Instagram, Inc. or its affiliates, the entrant agrees to assign and hereby does assign all remaining ownership rights to Sponsor, and agrees to grant, and hereby does grant, to Sponsor a worldwide, irrevocable, royalty-free license under any rights owned by or obligated to be assigned to Instagram, Inc. or its affiliates. Entries must be entered at one time and once an entrant submits their Entry, it cannot be changed. Entries will be reviewed for content by Sponsor and Sponsor reserves the right to remove any entry, in its sole and absolute discretion. Entry in this Giveaway constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image and Entry for purposes of advertising, promotion and publicity in all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval. Entry materials become the property of Sponsor and will not be returned and may not be acknowledged. If Sponsor determines that an entrant has entered this Giveaway more than once, such entrant's first Entry will be the only valid Entry and the other entries will be voided. If this Giveaway is not completed in accordance with these Official Rules the entrant's entry will be voided. Entries made by any other individual or any entity, including but not limited to commercial Giveaway subscription notification and/or entering services, will be declared invalid and disqualified for this Giveaway. Tampering with the entry process or the operation of this Giveaway is prohibited and any entries deemed by Sponsor, in its sole and absolute discretion, to have been entered in this manner will be void. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the Instagram® account used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an Instagram® account by Instagram, Inc. An entry will be disqualified if it is forged, falsified, altered or improperly tampered with in any way.

3. **RANDOM DRAWING:** The random drawing will be held on or about September 23, 2019. The one (1) entry drawn will be declared the potential "Winner". Entrants are not required to be present to win. Odds of winning depend on the total number of Entries received in both entry methods combined. AN ENTRANT IS NOT THE OFFICIAL WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN ADVISED BY Sponsor THAT VERIFICATION IS COMPLETE.

4. **NOTIFICATION / PRIZE ACCEPTANCE:** The potential Winner will be notified by Sponsor via e-mail within seven (7) business days after the random drawing is held. The potential Winner must accept the prize by returning to Sponsor a completed and personally signed Affidavit of Eligibility and Liability/Publicity Release within five (5) business days of Sponsor's first notification attempt -- failure to do so may result in forfeiture of the prize. Sponsor shall have no liability for any notification that is not received by the potential Winner for any reason. If the potential Winner does not respond to notification and accept the prize as required herein or if prize notification is returned as unclaimed or undeliverable, such potential Winner will be disqualified and forfeit the prize. If the potential Winner is found to be ineligible, has not complied with these Official Rules or declines the prize such potential Winner will be disqualified and forfeit the prize. If the potential Winner is disqualified or forfeits prize, Sponsor may, *but shall not be required to*, select an alternate potential Winner from amongst all remaining eligible Entries.

5. **PRIZE:** The prize is one (1) of each of the following BLACK+DECKER products:

Description	Approximate Retail Value ("ARV")
BLACK+DECKER 20V MAX* Lithium POWERBOOST Sweeper (LSW321)	\$99
BLACK+DECKER 20V MAX* Lithium POWERBOOST Sweeper (LSW321)	\$99
BLACK+DECKER 20V MAX* Lithium EASYFEED™ String Trimmer/Edger + 1 Lithium-Ion Battery (LSTE522)	\$89
TOTAL PRIZE ARV:	\$287.00

* - Maximum initial battery voltage (measured without a workload) is 20 volts. Nominal voltage is 18.

The prize will be shipped to the Winner at their USA street mailing address (cannot ship to a post office box) via Sponsor's preferred carrier approximately up to eight (8) weeks after Sponsor has declared the official Winner. If the prize is unclaimed, it will not be awarded. Sponsor reserves the right to substitute the prize (or any part) for a prize (or part) of equal or greater value, for any reason whatsoever. The prize is non-transferable, non-assignable and not redeemable for credit or cash. All income and all other taxes (federal, state and local) on the prize are sole responsibility of the Winner.

6. **PUBLICITY RELEASE:** Acceptance of the prize constitutes the Winner's permission for Sponsor to use Winner's Entry, name, photograph image (still and/or video), likenesses, voices, audio, biographical information, statements, product review(s), personal exposition (and any edited portion thereof), product review(s), testimonial (in whole or part), prize information and address (city and state) (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 Winner releases Sponsor from all claims arising out of the use of such Attributes.

7. **ENTRY CONDITIONS AND RELEASES:** By entering this Giveaway, EACH ENTRANT AGREES for entrant and for entrant's heirs, executors, administrators, representatives, insurers and assigns: (A) to release and hold harmless and indemnify the Giveaway Entities, Inc., Giveaway prize suppliers, all individuals and entities involved in fulfilling, administering, advertising or promoting this Giveaway and each of their respective past and present officers, directors, parent companies, subsidiaries, affiliates, employees, representatives, licensees and agents (collectively, "Released Parties") from any and all claims, expenses, liabilities, personal injury, death, illness, property loss, litigation or damages of any kind to persons and/or property (including but not limited to invasion of privacy under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights) that may occur, directly or indirectly, whether caused by negligence or not, arising out of such entrant's entry in Giveaway and/or such entrant's acceptance, possession, use and/or misuse of the prize; and (B) to indemnify, defend and hold harmless Released Parties from and against any and all claims, expenses and/or liabilities arising out of or relating to such entrant's entry in this Giveaway and/or entrant's acceptance, use and/or misuse of prize. Released Parties are not responsible for, and each entrant hereby releases the Released Parties from, any claims arising from: (i) lost, late, illegible, mutilated, misdirected, damaged, corrupted, inaccessible, inaccurate or incomplete entries, entries not received by the time designated for the Entry Period; (ii) technical failures of any kind, including but not limited to the malfunctions or interruptions of any computer, equipment, cable, network, hardware or software, programming, or technical problems or traffic congestion on the Internet or the Website; (iii) unauthorized human intervention in the entry process or technical or human error which may occur in the administration of or processing of Entries in this Giveaway; (iv) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, including which may be caused, directly or indirectly, in whole or in part, from entrant's entry in this Giveaway; and (vi) theft, tampering, destruction, or unauthorized access to, or alteration of entries and/or the Website. Sponsor is 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 Giveaway (print or online) or in administration of this Giveaway including but not limited to prize depiction or announcement of the Winner.

8. **RELEASE OF CLAIMS (CALIFORNIA):** Each entrant acknowledges that there is a possibility that, subsequent to their involvement with this Giveaway 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 Giveaway. Such entrants 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 entrants 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. DISQUALIFICATION/FORCE MAJEURE: Sponsor reserves the right to modify, extend or terminate this Giveaway if it determines, in its sole discretion, that this Giveaway 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 Giveaway as contemplated herein. If an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding the prizes or continuing with this Giveaway 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), Sponsor shall have the right to modify, extend or terminate this Giveaway. If this Giveaway is terminated before the designated end date, Sponsor will (if possible) select the potential Winner in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant’s sole and exclusive remedy under such circumstances.

10. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway 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 Giveaway, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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, USA without giving effect to any choice of law or conflict of law rules (whether of State of Maryland, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland, USA.

11. OFFICIAL RULES: For these Official Rules or the name of the Winner, send a self-addressed envelope to: BLACK+DECKER Outdoor Giveaway, 701 E. Joppa Road, Mail Stop TW500, Towson, MD 21286, USA, Attn.: S. Miller. Requests must be received by November 4, 2019.