



**BLACK+DECKER'S "THERE WILL BE TREATS": CAPTION THIS HOLIDAY SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, INC.

This BLACK+DECKER's "There Will Be Treats": Caption This Holiday Sweepstakes ("Sweepstakes") is sponsored by BLACK+DECKER, 701 E. Joppa Rd., Towson, MD 21286 ("Sponsor"). The entry period is Dec. 12, 2016 at 9AM Eastern Time ("ET") through Dec. 15, 2016 at 5PM ET ("Entry Period"). Sponsor's is the official timekeeper for this Sweepstakes. By entering this Sweepstakes, each entrant 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. Each entrant understands that they are providing their information to Sponsor and not to Facebook® and the information provided will be used in accordance with Sponsor's privacy policy which may be viewed at <http://www.blackanddecker.com/Privacy-Policy.aspx>. 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 Sweepstakes 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 Sweepstakes 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 the Sweepstakes. If an entrant does not fully agree to the terms of the Privacy Policy, such entrant should not enter this Sweepstakes. Entries are the property of Sponsor and will not be acknowledged or returned. Limit of: one (1) Entry per person; one (1) random drawing; one (1) prize; and one (1) Winner. Subject to federal, state and local laws and regulations. Void where prohibited.

1. **ELIGIBILITY:** This Sweepstakes is open only to persons who are legal residents of 1 of 50 USA states or Wash., DC, 18 years of age or older at time of entry, and have valid Facebook® account. Employees of Sponsor or its affiliates ("Sweepstakes Entities"), their immediate family members (spouse, domestic partner, children, siblings, parents, grandparents, grandchildren and step family members) and/or people living in the same household (related or not) are not eligible to enter. **Also, persons who previously won a prize in any 2016 "Caption This" Black+Decker sweepstakes are not eligible to enter this Sweepstakes.** Eligibility is subject to federal, state and local laws and regulations.

2. **HOW TO ENTER:** During the Entry Period, you must complete the following to enter this Sweepstakes: (A) visit www.facebook.com and log into your Facebook® account; (B) visit Sponsor's Facebook® page at <https://www.facebook.com/BlackAndDecker/> ("Sponsor's Facebook page"); (C) if you have not done so already, "Like" Sponsor's Facebook page; (D) click on Sweepstakes post on Sponsor's Facebook page; (E) agree to the Official Rules and Terms of Use; and (F) caption or comment on the image posted "**There will be treats**" (maximum of 20 words). Each qualifying caption or comment (herein referred to as "Entry") will be entered for the random drawing. Video files and photos are not an acceptable format for entry in this Sweepstakes. Limit of one (1) Entry per person. Sponsor is not responsible for any unauthorized use of an entrant's submitted entry materials by Facebook, Inc. and its affiliates or by Facebook® users. All Entries must reflect the entrant's personal experience and cannot contain any objectionable or inappropriate content, in Sponsor's sole and absolute discretion. By entering this Sweepstakes, each entrant agrees to be bound by these Official Rules and represents and warrants their Entry materials are original and they own all right and title thereto and their Entry does not infringe any third party intellectual property rights. By submitting an Entry, the entrant represents and warrants that the above is accurate and true and the entrant agrees to assign and hereby does assign to Sponsor the ownership rights to all of the Entry materials. To the extent any such ownership rights are owned by or obligated to be assigned to Facebook, 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 Facebook, Inc. or its affiliates. All Entry materials 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 Sweepstakes constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image and Entry materials for purposes of advertising, promotion and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval. All Entry materials become the property of Sponsor and will not be returned and may not be acknowledged. If the Sweepstakes is not completed in accordance with these Official Rules, the resulting entrant's Entry will be disqualified. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes 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 Facebook® account used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to a Facebook® account by Facebook, 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 within 15 days after the Sweepstakes Entry Period concludes. The 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. 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 AND CLAIM OF PRIZE:** The potential Winner will be notified by Sponsor via Facebook inbox message and/or comment within 5 days after the end of the Entry Period. **The potential Winner must claim the prize by returning to Sponsor a completed and personally signed Affidavit of Eligibility and Liability/Publicity Release within 10 days of Sponsor's initial notification -- failure to do so will result in forfeiture of the prize.** Sponsor shall have no liability for any potential prize winning notification that is not received by the potential Winner for any reason. If, despite reasonable efforts by Sponsor, the potential Winner does not respond to notification and claim prize as required herein or if prize notification is returned as unclaimed or undeliverable, such potential Winner will be disqualified and forfeits the prize. If the potential Winner is found to be ineligible, has not complied with these Official Rules, declines the prize or does not provide information necessary for Sponsor to award prize, such potential Winner will be disqualified and forfeit any prize in this Sweepstakes. 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. The potential Winner must, within the above-stated 10-day period, complete, personally sign and return to Sponsor an Affidavit of Eligibility, Liability/Publicity Release (except where prohibited by law) confirming such potential Winner's compliance with these Official Rules and releasing the Released Parties from any liability in connection with such potential Winner's entry in this Sweepstakes and their acceptance, use or misuse of the prize. Failure to do so will result in forfeiture of the prize awarded hereunder.

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

- BLACK+DECKER 14-Piece Cookware, ARV: \$119.99 , SKU: 83375
- BLACK+DECKER Bakeware:

SKU #:		ARV:
83386	CAKE PAN, SQ 9in	\$8.99
83387	CAKE PAN, ROUND 9in	\$8.99
83388	COOKIE SHT, MED	\$8.99
83389	COOKIE SHT, LRG	\$11.99
83390	LOAF PAN, LRG	\$7.99
83391	MUFFIN PAN, 12cp	\$13.99
83392	CAKE PAN, OBLONG 13x9	\$11.99
83393	PIZZA PAN, 16in	\$11.99
	NS SPRINGFORM PAN	
83394	S/3	\$16.99
- BLACK+DECKER Toaster, ARV: \$79.99, SKU: TO3250XSB

The total ARV of the prize is \$301.89. The prize is non-assignable and non-transferable and has no credit or cash value. Sponsor reserves the right to substitute the prize (or any part) for one of equal or greater value, for any reason. The Winner is solely responsible for federal, state and local income and other taxes on the prize and all costs and expenses incurred in entering this Sweepstakes and/or accepting and using the prize. The Winner should allow 4 weeks before the prize is shipped to them after they have completed and returned the required documentation to Sponsor (as set forth above). The prize will be mailed to the Winner's street address via regular ground mail.

6. **PUBLICITY RELEASE:** Acceptance of the prize constitutes Winner's permission for Sponsor to use Winner's Entry, name, photograph, video, image, likeness, voice, biographical information, statements, 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 releases Sponsor from all claims arising out of the use of such Attributes.

7. **ENTRY CONDITIONS AND RELEASES:** By entering this SWEEPSTAKES, EACH ENTRANT AGREES for entrant and for entrant's heirs, executors, administrators, representatives, insurers and assigns: **(A)** to release and hold harmless Sweepstakes Entities, Facebook, Inc., Sweepstakes prize suppliers, all other individuals and entities involved in fulfilling, administering, advertising or promoting this Sweepstakes 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 Sweepstakes 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 Sweepstakes 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; (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 Sweepstakes; (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 Sweepstakes; and (vi) theft, tampering, destruction, or unauthorized access to, or alteration of entries. 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 Sweepstakes (print or online) or in administration of this Sweepstakes including but not limited to depiction of prize or announcement of Winner.

8. **RELEASE OF CLAIMS (CALIFORNIA):** Each entrant acknowledges that there is a possibility that, subsequent to their involvement with this Sweepstakes 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 Sweepstakes. 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 Sweepstakes if it determines, in its sole discretion, that this Sweepstakes 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 Sweepstakes as contemplated herein. If an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding any prize or continuing with this Sweepstakes 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 Sweepstakes. If this Sweepstakes 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, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 Sweepstakes, 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 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.

11. WINNER'S NAME/OFFICIAL RULES: To obtain Official Rules or Winner's name, send a self-addressed envelope to BLACK+DECKER'S "There Will Be Treats": Caption This Holiday Sweepstakes, 701 E. Joppa Road, MS# TW230, Towson, MD 21286, Attn.: S. Miller. All such requests must be received by Jan. 15, 2017.

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