

## HART Tools Email Sign-Up Sweepstakes Official Rules

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia.**

**1. How to Enter.** During the Contest Period you must complete an email subscription form online at <https://www.harttools.com/>. Only new email subscribers will be entered into the contest for a chance to win. Only one entry per customer. Entrants submitting multiple names and/or multiple email addresses will be disqualified. The award of a prize is contingent on Entrant complying with all conditions and fulfilling all requirements set forth herein. Entries must include all of the required information as set forth in the submission form and herein or will be deemed ineligible. All entrants must have a valid email address for entry and delivery of prize. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules.

**2. Contest Entry Start/End Dates.** Contest begins at 06:00:01 AM Eastern Time on **1/1/21** and ends at 11:59:59 PM Eastern Time on **1/31/21**, **thereafter** the sweepstakes will begin on **the first day of each month** at 06:00:01 AM Eastern Time and ends on **the last day of each month** at 11:59:59 PM Eastern Time (“Sweepstakes Period”). The sweepstakes may be terminated at any time.

**3. Eligibility.** Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age and the age of majority in their state of residence. Void outside of the 50 United States, the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Hart Consumer Products, Inc. (“Sponsor”), and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

**4. Random Drawing/Odds.** Each winner will be selected in a random drawing from all eligible entries received by the designated date for the random drawing for the Sweepstakes. Odds of

winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by the Official Rules and the decisions of the judges will be final and binding in all matters relating to the Sweepstakes.

**5. Prizes.** Three (3) winners will receive **one (1)** of the following three customized HART Tools package:

(a) **HART 20V Power Tool Bundle:** HART 20V 4pc kit (HPCK402B), HART 20V Circular Saw (HPCS01), HART 200pc Drill and Drive Set (HADVM200), **Approximate Retail Value: \$280.00;**

(b) **HART 20V Auto Tool Bundle:** HART 20V 1/2" Impact Wrench (HPIW01), HART Dual Function Inflator (HPIF50), HART SAE 11pc 1/2" Impact Sockets (HHMTB001), HART MM 11Pc 1/2" Impact Sockets (HHMTB002), HART 20V 2Ah Starter Kit (HPSK11), **Approximate Retail Value: \$317.00;**

(C) **HART Lawn & Garden Tool Bundle:** HART 40V String Trimmer & Blower Kit (HLCK0118), HART 40V Hedge Trimmer (HLHT011), **Approximate Retail Value: \$332.00**

Winners are not entitled to exchange, transfer the prize or obtain a cash substitute. Prize includes shipping and handling. All applicable taxes, including all federal, state, local and other taxes are the sole responsibility of the winner.

Total approximate retail value of all prizes combined: **\$930**. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one (1) prize per person or household.

**8. Notification.** Potential winner(s) will be notified via email on or about **the first five days of each month** and may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within **seven (7)** days of receipt. Additionally, potential winner(s) may be required to obtain releases from any and all third parties appearing in their respective Submission. If any winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian.

Potential winner(s) will be required to email Sponsor within **seven (7)** calendar days with any requested information (e.g. full name, shipping information, phone number, tools preference) in order to claim their prize.

If any potential winner(s) cannot be contacted within **seven (7)** calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

**9. Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**10. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**11. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE ANY WEBSITES ASSOCIATED WITH THIS CONTEST, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of South Carolina.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Los Angeles in the State of South Carolina. The parties agree not to raise the defense of forum non conveniens.

**13. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy, <https://www.harttools.com/privacy>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**14. Name of Winner/List of Winners.** To obtain the name of the Winners, send a self-addressed, stamped envelope by **February 15, 2021** to: HART Tools Email Sign-Up Sweepstakes c/o Hart Consumer Products, Inc., 100 Innovation Way, Anderson, SC 29621.

**15. Sponsor.** Hart Consumer Products, Inc., 100 Innovation Way, Anderson, South Carolina 29621.