

End of year Sweepstakes - 2021

Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

Sweepstakes 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 Sweepstake if you are not located within the 50 United States or the District of Columbia.

1. Eligibility. Sweepstakes is open to legal residents of the United States and the District of Columbia aged 18 years of age or older as of date of entry. Employees, officers and directors of the Sponsor, its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, and their immediate families (or members of the same household, whether related or not) are not eligible to enter. Void outside of the US and void wherever else prohibited or restricted by law. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

Start/End Dates. Sweepstakes entry period starts at 11/01/2021 12:01am EST and ends at 12/31/2021 11:59pm EST (“Entry Period”). The first drawing will take place during the first week of December 2021 for those who signed up between 10/01/21 and 11/30/2021 (“First Drawing”) and the second drawing will take place during the first week of January 2021 for those who signed up between 10/1/2021 and 12/31/2021 (“Second Drawing”).

How to Enter. During the Entry Period, the entrant must answer some questions and sign up to receive marketing promotions and must opt-in to receive SMS messages on Each entrant will www.HARTTools.com/holidaysweeps2021. automatically receive a 3-pack of HART stickers. The stickers are limited to the first 50,000 Entrants including the Entrants for the Sweepstakes in October 2021. Entrant must have a short message service (“SMS”) text messaging, two-way capable mobile phone, handset, or other device (“Device”) and meets the described eligibility requirements. By entering via text messaging, Entrant agrees to receive marketing text messages from Sponsor at the phone number entry was submitted from, which may be sent through an automatic telephone dialing system. To stop receiving promotional text messages, text keyword **“STOP”** to +18332570276 to cancel. If Entrant needs assistance, send a text with the keyword **“HELP”** to +18332570276 for assistance. If Entrant text messages **“STOP”** or **“HELP”**, Entrant’s entry into the Sweepstakes will not be disqualified. Text message entries with incorrect or no keyword will be disqualified.

All entry information shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Content Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; and (b) the Submission will not infringe on any rights of any third parties.

Providing a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

Duplicate Submissions by the same person will be subject to disqualification. Multiple entrants are not permitted to share the same email account. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any email account, the authorized account holder of the email address used to register for the account will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

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 Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

2. Random Drawing/Odds. The winners will be selected at the conclusion of the period of the Sweepstakes from all eligible entries received. Odds of winning depend on the number of eligible entries received for the drawing. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

Prizes. Three (3) winners will receive a \$500 brushless giveaway that includes ((1) 20V Brushless 4 Tool Combo Kit (ARV: \$298), (1) 20V Brushless Reciprocating Saw (ARV: \$128), (1) 20V 4AH Battery (ARV: \$79), (1) pair of Safety Glasses (ARV: \$8.88), and (1) 200 Piece Drilling/Driving Bit Set (ARV: \$32.47). Total ARV of Prize: \$546.35) and Five hundred (500) winners will receive a HPB13 4.0Ah 20V Battery (APR \$91). For the Second Drawing, Three (3) winners will receive a \$500 brushless giveaway that includes ((1) 20V Brushless 4 Tool Combo Kit (ARV: \$298), (1) 20V Brushless Reciprocating Saw (ARV: \$128), (1) 20V 4AH Battery (ARV: \$79), (1) pair of Safety Glasses (ARV: \$8.88), and (1) 200 Piece Drilling/Driving Bit Set (ARV: \$32.47). Total ARV of Prize: \$546.35) and Five hundred (500) winners will

receive a HPWD01 20V Wet/Dry Vac (APR \$91). The total ARV of all the Prizes combined is \$86,639.05. No substitutions or cash redemptions. In the case of unavailability of a prize, Sponsor reserves the right to substitute a prize of equal or greater value. In the case of unavailability of a prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Delivery of prizes requires a street address (no P.O. Boxes). Prize includes shipping and handling.

3. Notification. Potential winners for the First Drawing will be notified during the first week of December 2021. Potential winners for the Second Drawing will be notified during the first week of January 2022. The potential winners may be required to provide full name and street address, as well as sign and return, where legal, an affidavit of eligibility, a release and a Publicity Release, and/or rights transfer document within the timeframe set forth in the winner notification. If any potential winner does not accept prize within (7) seven days of Sponsor sending email to potential winner, the potential winner rejects his/her prize, or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Limit one prize per person or household. Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes at any time in its sole discretion.

4. Conditions. All federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes 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 Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By entering the Sweepstakes, entrants agree to be bound by these Sweepstakes rules and by the decisions of the Sponsor, which are final as to all Sweepstakes related matters. In addition, by participating in this Sweepstakes and accepting any prize that may be won, entrants agree to release and hold harmless the Sponsor, its respective parents, subsidiaries, affiliated and successor companies, partners, representatives, assigns, advertising and promotion agencies and prize suppliers, and the officers, directors, agents, representatives and employees of each (collectively, the "Released Parties") from any and all actions, claims, liability, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of the prize, including without limitation claims for property damage, personal injury and/or death, and for any claims based on publicity rights, trademark infringement or any other intellectual property related cause of action. Entrants also authorize the Released Parties to use their name, voice, likeness, image, biographical data, any statements made by entrant regarding the Sweepstakes and city and state of residence in programming or promotional material or on a winners list (if applicable) without further notice or compensation unless prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

5. Additional Terms. Sponsor is not responsible for failed, partial or garbled electronic transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering,

unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor is not responsible if the Sweepstakes cannot take place or any prize cannot be awarded due to interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsor shall not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address associated with the entrant's account. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes 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 SWEEPSTAKES 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.

6. Limitation of Liability; Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW THIS SWEEPSTAKES 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.

7. Disputes; Governing Law. If a dispute occurs as to the identity of an Entrant, entry will be declared made by the registered account holder of the Device or email address used to enter the Sweepstakes, but only if that person otherwise meets the eligibility criteria in the Official Rules. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes 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 Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of South Carolina. The parties agree not to raise the defense of forum non conveniens.

8. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at <https://www.harttools.com/privacy> and Sponsor's SMS privacy policy at <https://attnl.tv/p/K1f> . By participating in the Sweepstakes, 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. <https://attnl.tv/p/K1f>

9. List of Winners. To obtain name of winner, send a self-addressed, stamped envelope within three months after the end of the Entry Period, to: Winner's List, c/o, Text Sweepstakes 2021, Hart Consumer Products, Inc., 100 Innovation Way, Anderson, SC 29621.

10. Sponsor: Hart Consumer Products, Inc., 100 Innovation Way, Anderson, South Carolina 29621.