

Newfoundland Distributors (NLD)

“Tool Tag Giveaway”

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

1. Eligibility: The Tool Tag contest is open to legal residents of Newfoundland & Labrador. Employees of NLD Limited, advertising and promotion agencies, and immediate family members and/or those living in the same household of Employees are not eligible to participate in the sweepstakes or win.

2. Agreement to Rules: By participating, the entrant agrees to be fully unconditionally bound by these rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of NLD Limited as final and binding as it relates to the content of these sweepstakes.

3. Time Period. Entries will be accepted beginning at 12:00:01am (NST) on February 1st, 2024, and ending at 5:00:00 pm (NST) on February 29th, 2024. (the “Sweepstakes Period”).

4. How to Enter: Must do all 3 steps indicated below to qualify.

(Step 1) Like the Contest Post: For contest eligibility, Entrants must like the post if they have used or purchased any of NLD Milwaukee/Dewalt products.

(Step 2) Share a Photo: Entrants must share a photo in the comment section of the contest post of their latest project or favorite NLD tool.

(Step 3) Tag NLD: On the contest post, Entrants must tag NLD in the comment section.

Once all three steps are completed, Entrants will be eligible to enter the contest. The Entrant will receive one (1) entry into the Sweepstakes. All entries must be received by 5:00:00 pm (NST) on February 29th, 2024. There is a limit of one (1) entry per Entrant for the entire Sweepstakes Period.

All three (3) steps outlined above are required to enter the Sweepstakes and be eligible to win the prize. Entries that are incomplete or do not adhere to the rules and regulations may be disqualified at the sole discretion of NLD Limited. If there is any attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of NLD Limited. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner. Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, illegible, stolen, manipulated, incomplete, invalid, or otherwise. Only fully completed entries are eligible.

Prizes: There will be one (1) winner of this Sweepstakes. The winner of the Sweepstakes will receive the following prize; one (1) NLD \$100.00 gift certificate- only to be used at NLD. No cash, prize substitution, transfer/assignment of prize to others, or request for the cash equivalent by Winner shall be permitted except at NLD's Limited's sole discretion. Acceptance of prize constitutes permission for NLD's Limited to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: The prize winner will be selected in a random drawing conducted by a representative of NLD Limited, whose decisions are final and binding in all matters related to the Sweepstakes. The

winner will be selected among all eligible entries received during the Sweepstakes period. The winner will be notified through Facebook messenger within five (5) days following selections of the winner. NLD Limited shall have no liability for the winner's failure to receive notices due to Facebook settings or for the winner's provision of an incorrect or otherwise non-functioning Facebook account. If Winner cannot be contacted, is ineligible, or fails to claim the prize within seven (7) days from the time award notification was sent, the prize may be forfeited and an alternate winner selected.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT NLD LIMITED'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this Sweepstakes, you understand and agree that NLD Limited and anyone acting in compliance to this content shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless NLD Limited from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which NLD Limited may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: NLD Limited reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond NLD Limited's control. In such a case, NLD Limited may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by NLD Limited.

NLD Limited reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. NLD Limited has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, NLD Limited reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless NLD's Limited and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF Canada AND Newfoundland and Labrador, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Newfoundland and Labrador having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including

reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the NLD website. 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.

13. Sponsor: Newfoundland Distributors Limited (NLD) 8 Mullaly St, St. John's, NL A1B 4M9. (709) 726-5300

The giveaway hosted by the Sponsor is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.