

## PRO INSIGHTS NOVEMBER 2018 SWEEPSTAKES

### OFFICIAL RULES

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

**ELIGIBILITY:** The Pro Insights November 2018 Sweepstakes (the "Sweepstakes") is open only to individuals who, as of the date of entry, (a) are legal residents of and residing in the 50 United States (including Washington, D.C.) (b) are at least 18 years old, (c) have received an invitation from Sponsor or Vision Critical to participate in a Pro Insights survey; and (d) are active panel members of Pro Insights. Employees, contractors, directors and officers of Fiskars Brands, Inc., a corporation at 7800 Discovery Drive, Middleton, WI ("Sponsor"), Vision Critical ("Sweepstakes Administrator") and their respective parents, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Sweepstakes, and each of their respective officers, directors, employees and agents (collectively, "Sweepstakes Parties"), and their immediate family members (parent, spouse, sibling, child, grandparent and grandchildren) and household members of all such parties, are NOT eligible. Sweepstakes is subject to all federal, state, provincial, and local laws and regulations. Void where prohibited or restricted by law; void in Quebec.

**HOW TO ENTER:** The Sweepstakes consists of three separate prizes, as explained below. To enter the Sweepstakes, potential entrants must first register for a Pro Insights account, if they have not already done so (there is no fee to become a Pro Insights panel member) and complete one of the following:

- a. **Survey Entry:** During the Sweepstakes Period, participate in a survey associated with this Sweepstakes by following the link provided by Sponsor or Sweepstakes Administrator to the survey website and complete the survey online. Once at the survey, Entrants must complete all required information. After you have completed the survey, you will receive one (1) entry into the Sweepstakes. The length of time required to complete a survey will vary from approximately three (3) minutes to thirty (30) minutes. LIMIT ONE (1) SURVEY ENTRY PER PERSON / E-MAIL ADDRESS / PRO INSIGHTS ACCOUNT / COMPLETED SURVEY ASSOCIATED WITH THIS SWEEPSTAKES.

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**b. Mail-in Entry:** You may enter the Sweepstakes by printing (in the following order) your valid Pro Insights account username, the email address you used to register for your Pro Insights account, your full name, street address, city, state, zip code, and telephone number on a standard 4" x 6" postcard and mail it to: 200 Granville Street, Vancouver, BC V6C 1S4 Canada ("Mail-in Entry"). Mail-in Entries must be postmarked and received by Sweepstakes Administrator within the Sweepstakes Period in order to be eligible. Each Mail-in Entry must be mailed separately although you will receive no more than one (1) entry into the Sweepstakes regardless of the number of submissions. Only potential winners will be notified by email, telephone, regular mail or overnight mail. **LIMIT ONE (1) MAIL-IN ENTRY PER PERSON / E-MAIL ADDRESS / PRO INSIGHTS ACCOUNT / POSTCARD.**

The maximum number of entries into the Sweepstakes per Entrant/ E-Mail Address / Pro Insights Account is one (1) regardless of whether entrant enters through survey or mail-in or both. Any attempt by any person to obtain more than the stated number of entries by using multiple/different email accounts, or any other methods will void all of that person's entries and that person will be disqualified. Sponsor is not responsible for lost, late, illegible, corrupted, or misdirected entries.

**SWEEPSTAKES PERIOD:** Entries must be submitted between 12:01 a.m. Central Time ("CT") on November 1, 2018 and 11:59 p.m. CT on November 30, 2018 (the "Sweepstakes Period"). **All entries must be received by 11:59 p.m. CT on November 30, 2018 to be eligible.** Sweepstakes Administrator will be the official time clock for the Sweepstakes. Odds of winning depend on number of entries received for the Sweepstakes.

**PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):** Three (3) entrants will be randomly selected as potential winners from all eligible entries for the Prize as detailed below. Potential winner will be notified by email that they won (subject to verification of eligibility and in accordance with these Rules). Winning prizes will be sent to each Winner at the home address listed on Winner's Pro Insights account. There will be a maximum of three (3) prizes awarded. Each prize will consist of a \$100 gift card. Total ARV of all prizes available in this Sweepstakes is \$300 USD. Chances of winning depend on the number of eligible entries received.

Applicable taxes on prize are the sole responsibility of the Winner. Winner agrees to comply with the terms and conditions of the gift card service provider, and agrees that any activities in connection with which the gift card will be used will comply with said terms and conditions and all applicable laws, rules and regulations, and will not be used in any manner that is misleading, deceptive, unfair or otherwise harmful to consumers, Fiskars, or gift card service provider. Prize is non-transferable and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Sponsor reserves the right to substitute prize of the same ARV. Prize consists only of item(s) specifically listed as part of the prize. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, fees and other expenses incurred by accepting or using the prize, are the sole responsibility of the Winner. Limit one (1) prize per person/per email/per Pro Insights account. Prizes will be fulfilled six to eight weeks after the drawing.

Neither Sponsor nor Sweepstakes Administrator is liable or responsible for late, lost, misdelivered or damaged prize award. No more than the maximum number of prizes (3 in total) will be awarded under any circumstance. If more than three (3) winners are accidentally selected, then a second drawing from all such winners will be made at random and three (3) final winners will be identified and awarded the prize in accordance with these Official Rules.

**SELECTION OF THE WINNER:** A total of three (3) randomly selected Winners will be selected from among all eligible Entrants who entered the Sweepstakes.

Selected Winner may also be required to complete, sign and return a declaration of compliance with the Official Rules and a liability and publicity release, and any other applicable forms that may be required by the Sponsor, within twenty-one (21) days of the date on the accompanying notification. If a selected Winner cannot be contacted within the specified time, fails to correctly answer the skill-testing question, does not complete and return any required forms within the time specified, or otherwise fails to comply with these Official Rules, he/she will be disqualified and will forfeit the prize and another Winner may be selected in accordance with these Official Rules.

Drawings will be conducted on or about December 10, 2018 in accordance with the Official Rules by Sponsor, whose decisions on all matters related to the Sweepstakes are binding and final. Potential Winners will be notified using the email account provided on the associated Pro Insights account, and will be required to respond within five (5) days and comply with the requirements stated in these Official Rules, or the prize will be forfeited and an alternate potential Winner will be chosen. Affidavit of eligibility, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within reasonable specified time or prize will be forfeited and alternate Winner chosen.

To obtain a list of the Sweepstakes winners, send your request to: to Vision Critical Communications, Inc. Pro Insights Contest, 200 Granville Street, Vancouver, BC, V6C 1S4 after March 11. Requests must include a self-addressed postage-paid envelope.

**PUBLICITY RELEASE:** Except where prohibited, acceptance of a prize package constitutes Winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. A publicity release may be required and, if so, must be returned within reasonable specified time or prize will be forfeited and alternate Winner chosen.

**RELEASE:** By entering, Entrant agrees to accept and abide by these Official Rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, Entrant agrees to release and hold harmless Sponsor, Sweepstakes Administrator, participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any sweepstakes-related activity, or participation in the sweepstakes.

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Sweepstakes, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Sweepstakes as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the sweepstakes without further obligation. If Sponsor in its discretion elects to so abbreviate the Sweepstakes, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date. All entries are the property of Sponsor and are not returnable.

This Sweepstakes is intended for viewing in the United States (the "Territory") only. Do not enter this Sweepstakes if you are not located in the Territory. The use of any automated devices in connection with this Sweepstakes is prohibited. Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections, whether human, technical or otherwise in nature. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Sweepstakes should virus, bugs or other causes beyond its control corrupt the administration, security or proper play of this Sweepstakes. Sponsor is not responsible for any injury or damage to any person's computer or related equipment resulting from or relating to participation in this Sweepstakes or downloading any material related to this Sweepstakes. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the

potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account.

**RELEASE AND LIMITATIONS OF LIABILITY:** To the fullest extent permitted by law, by participating in the Sweepstakes, each Entrant agrees to release and hold harmless Fiskars Brands, Inc. and Vision Critical, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, providers and their respective agents and agencies, officers, directors, and employees (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes, or the receipt, use or misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, cellular, or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail or email; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or the receipt, use or misuse of any prize. Entrant further agrees that in no event shall the Released Parties be liable for attorney's fees or damages resulting from the use of any prize. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages (other than for actual out-of-pocket expenses or statutory damages) and any and all rights to have damages multiplied or otherwise increased. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes for the Sweepstakes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in this Sweepstakes to be claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**DISPUTES/CHOICE OF LAW:** 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 ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN

WISCONSIN, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES, (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO SUCH DAMAGES MULTIPLIED OR INCREASED. WISCONSIN LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE SWEEPSTAKES AND ALL ASPECTS RELATED THERETO.

Sponsored by Fiskars Brands, Inc., 7800 Discovery Drive, Middleton, WI 53562.

Administered by Vision Critical, 200 Granville Street, Vancouver, BC V6C 1S4 Canada