

## DIY INSIDERS MONTHLY ONLINE RESEARCH GIVEAWAY - 2020 OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN.

This DIY Insiders Monthly Online Research Giveaway - 2020 ("Giveaway") is sponsored by Stanley Black & Decker, Inc., 701 E. Joppa Road, Towson, Maryland 21286 ("Sponsor"). The entry period for this Giveaway will be monthly in 2020 and each entry period will begin at 9:00 A.M. Eastern Time ("ET") on the first day of each month in 2020 and end at 11:59 P.M. ET on the last day of the same month in 2020 (each month is a separate "Entry Period"). By entering this Giveaway, 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 such information will be used in accordance with the privacy policy which may be viewed at <https://www.diyinsiders.net/> ("DIY Insiders Website"). Should there be conflict between the privacy policy and these Official Rules, these Official Rules shall govern. Entry in this Giveaway does not constitute entry into any other promotion or contest. Limit in this Giveaway: a maximum of one (1) entry per person per Entry Period despite the total number of times an entrant participates in online research during such Entry Period; one (1) Winner to be declared for each Entry Period; one (1) random drawing held for each Entry Period; one (1) prize to be awarded for each Entry Period; and not more than one (1) prize per entrant in this Giveaway. Once an entrant becomes a Winner in this Giveaway, they are not eligible for any other prize awarded in this Giveaway.

**1. ELIGIBILITY.** This Giveaway is open only to persons who meet the following eligibility requirements: (a) USA legal resident (50 states or Washington, D.C.); (b) at least the age of majority in their primary state of residence; (c) DIY Insiders member during an Entry Period; and (d) participated in DIY Insiders online research\* during an Entry Period. Employees (and their immediate family members and/or people living in same household, related or not) of Sponsor, Vision Critical Communications (US) Inc. ("VCC"), their respective affiliates, or any other entity associated with promoting this Giveaway are not eligible to enter. For purposes of this Giveaway "immediate family members" are defined as spouse, children, siblings, parents, grandparents, grandchildren and stepfamily members.

**2. HOW TO ENTER.** Each entrant must enter this Giveaway through the DIY Insiders Website, during an Entry Period only, by taking the following steps:

- (i) go to the DIY Insiders Website;
- (ii) agree to these Official Rules and the Terms of Use contained on the Website;
- (iii) complete the DIY Insiders online research\* located on the DIY Insiders Website (*\*research may consist of survey, online discussion, product evaluation/circuit and/or focus group*); and
- (iv) when your (the entrant's) research is completed, click "submit" – each research will be accepted by Sponsor as a valid entry in this Giveaway once you (the entrant) have provided the required information in the research and such research is submitted ("Entry").

Each Entry will be entered in the random drawing for the Entry Period in which the Entry was entered. Entries will not be carried over from any other Entry Period. Each entrant must submit a new Entry during each Entry Period to qualify for the random drawing held for each of those Entry Periods, subject to these Official Rules. All information, statements and entry materials submitted with the Entry must be entered at one time and once an entrant submits their Entry, it cannot be changed. All eligible Entries submitted for an Entry Period will be entered in a drawing in this Giveaway for that Entry Period, subject to these Official Rules. Each entrant must own or have the rights to all information, statements and materials submitted with their Entry and each entrant hereby assigns to Sponsor the ownership rights to all such information, statements and materials including any Moral Rights (to the extent that Moral Rights are not assignable as a matter of law, entrant agrees to waive such rights against Sponsor). By accepting the terms and conditions herein, each entrant authorizes Sponsor to publish the Entry on the DIY Insiders Website, Stanley Black & Decker, Inc. website <http://www.stanleyblackanddecker.com/> ("SBD Website") or otherwise use in connection with Sponsor's marketing, advertising, researching of consumer decisions and/or product development. All information, statements and materials submitted with the Entry must only consist of the entrant and must not include any non-participating individuals or entities. Entry in this Giveaway constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, photographic image (still or video) and all other submitted entry materials for purposes of advertising, promotion and publicity in any media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval. All

information, statements and entry materials submitted with each Entry may be published and posted on the SBD Website, DIY Insiders Website and publicly available. IF YOU DO NOT WANT YOUR PERSONAL INFORMATION, STATEMENTS AND/OR ANY OTHER ENTRY MATERIALS USED IN THE MANNER DESCRIBED HEREIN, DO NOT PARTICIPATE IN THIS GIVEAWAY. All submitted entry materials (including but not limited to information and statements) become the property of Sponsor and will not be returned and may not be acknowledged. Entries will be reviewed for content by Sponsor prior to publishing or posting on the Sponsor Website and DIY Insiders Website. Sponsor reserves the right, in its sole and absolute discretion, to (a) correct grammatical errors or misspellings in the cases where an entrant’s meaning cannot be understood, before posting or publishing the entry material, or (b) to not post or publish them at all. If this Giveaway 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 Giveaway. Tampering with the entry process or the operation of this Giveaway is prohibited and any entries deemed by Sponsor, in its sole and absolute discretion, to have been submitted 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. Multiple entrants are not permitted to share the same email address or the same Entry. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to register as a DIY Insiders member will be deemed to be the entrant. “Authorized account holder” is defined as the person who is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Any Entry will be disqualified if it is illegible, forged, falsified, altered or improperly tampered with in any way. All references to “entry”, “online research”, “research”, “survey”, “materials”, “submissions”, “information” and “statements” shall comprise the Entry.

**3. RANDOM DRAWING / NOTIFICATION.** The random drawing to determine the Winner for each Entry Period will be held as follows:

When Each Random Drawing Will Be Held	Eligible Entries for Each Random Drawing	Prize Awarded For Each Random Drawing
The random drawing will be held on the 7th business day after the end of the respective Entry Period	All eligible Entries received during the respective Entry Period	One (1) Amazon.com e-Gift Card in the amount of \$50

Sponsor or its agent will conduct each random drawing. The Entry drawn at each random drawing will be declared the potential Winner of such drawing. Entrants need not be present to win. The potential Winner of each random drawing will be notified by an agent of Sponsor via email within 10 business days after the respective drawing is held. Odds of winning a prize depend on the number of eligible Entries received during the respective Entry Period for each random drawing. Sponsor and its agents shall have no liability for any potential prize-winning notification that is lost, intercepted or not received by a potential Winner for any reason. **If, despite reasonable efforts, a potential Winner does not respond to notification and accept and claim the prize as required per these Official Rules within 15 days after the initial notification attempt, or if the prize notification is returned as unclaimed or undeliverable, such potential Winner will be disqualified and forfeit their prize and an alternate potential Winner may be selected, at Sponsor’s sole and absolute discretion, from amongst all remaining eligible Entries.** If a potential Winner is found to be ineligible or if they have not complied with these Official Rules or declines a prize for any reason prior to award, such potential Winner will be disqualified. To be declared an official Winner, the potential Winners must meet all eligibility requirements and fully comply with these Official Rules. The prize award is subject to verification by Sponsor or its agent(s). AN ENTRANT IS NOT A WINNER OF A PRIZE UNLESS AND UNTIL THE ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED.

**4. PRIZE.** The prize awarded for each Entry Period is one (1) Amazon.com e-Gift card in the amount of \$50. The prize is subject to the terms and conditions and restrictions contained on the e-Gift card. **Each potential Winner will be required to complete, personally sign and return to Sponsor an Affidavit of Eligibility, Liability/Publicity Release (“Winner’s Affidavit”), except where prohibited by law, within the above stated 15-day period -- failure to do so will result in forfeiture of the prize.** The prize is non-assignable and non-transferable and has no cash or resale value. Sponsor reserves the right in its sole discretion to substitute the prize for one of equal or greater value, for any reason. The prize will be emailed to each Winner up to 6 weeks after they have been declared an official Winner by Sponsor. Each Winner is responsible for all local, state and federal taxes on the prize. The use of any

prize manufacturer's name or trademark in connection with prize is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship. All trademarks and trade names are the property of their respective owners.

**5. PUBLICITY RELEASE.** Acceptance of a prize in this Giveaway constitutes each Winner's permission for Sponsor and/or its designee(s) to use Winner's name, photographic image, likeness, voice, biographical information, statements, testimonial, personal exposition (and/or any edited portion thereof), prize information, Entry and/or address (city/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 each Winner releases Sponsor and its designee(s) from all claims arising out of use of such Attributes.

**6. TERMS & CONDITIONS.** All federal, state, and local laws and regulations apply. Void where prohibited. By entering this Giveaway, each entrant agrees to be bound by these Official Rules. Sponsor is not responsible for any costs or expenses incurred by entrants with entering this Giveaway or accepting or using the prize awarded. **Sponsor reserves the right to amend these Official Rules at any time and any such amendment will be located on the DIY Insiders Website.** All decisions related to this Giveaway and the operation thereof, including these Official Rules, the declaration of any Winner and the qualification and eligibility of any entrant, are at the sole and absolute discretion of Sponsor and are final. Sponsor reserves the right, in its sole and absolute discretion, to terminate, suspend, amend or otherwise cancel or change this Giveaway at any time for any reason, without notice. By entering this Giveaway, each entrant assumes all risk of injury, death, damages or other losses and/or claims arising out of their entry in this Giveaway and/or their acceptance or use of the prize awarded. Each entrant agrees to release and hold Sponsor, VCC, Giveaway prize supplier(s) and each of their respective employees, officers, directors, shareholders, agents, licensees, designees, representatives, subsidiaries, parent or affiliated companies harmless from all damages, losses, claims, liabilities (direct and indirect) or other losses and/or claims arising out of the entrant's entry in this Giveaway or resulting from the entrant's acceptance or use of the prize. Sponsor shall not be responsible for (i) lost, late, damaged, misdirected or illegible entries or Winner's Affidavits; (ii) technical malfunctions, interruptions, deletions, or defects of any kind or to any telephone network, computer system, computer equipment, servers, service providers or software; or (iii) theft, tampering, alteration, destruction, or unauthorized access to or alteration of any Entry. Entrants acknowledge and agree that Sponsor may share all information collected through this Giveaway with its affiliates, VCC and other third parties necessary to administer this Giveaway. If any potential Winner is determined to be ineligible or is disqualified from this Giveaway, Sponsor may, but shall not be required to, select an alternate potential Winner. If any entrant commits any act or is involved in any situation or occurrence which informed parties can reasonably conclude brings Sponsor into public disrespect, scandal or ridicule, shocks or offends the community, detracts from the public image of Sponsor, or reflects unfavorably upon Sponsor, Sponsor shall have the right, at its sole and absolute discretion, to disqualify such entrant from this Giveaway. Sponsor reserves the right to disqualify any entrant who circumvents, or attempts to circumvent, these Official Rules or the spirit of this Giveaway. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, Giveaway-related materials, including but not limited to print or online advertising, administration of this Giveaway or announcement of any Winner or prize. VCC's computer will be the official timekeeper for this Giveaway.

**7. DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Maryland; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, 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, or the rights and obligations of any entrant and Sponsor in connection with this Giveaway 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. In the event of any discrepancy or inconsistency between these Official Rules or other statements contained in any Giveaway-related materials, including but not limited to print or online advertising, these Official Rules shall prevail, govern and control.

**8. FORCE MAJEURE:** Sponsor reserves the right to modify, extend or terminate this Giveaway if it determines, in its sole discretion, that this Giveaway 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 Giveaway as contemplated herein. If an insufficient number of eligible Entries is received and/or Sponsor is prevented from awarding the prize or continuing with this Giveaway 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. Coronavirus disease COVID-19), 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 Giveaway. If this Giveaway 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.

**9. RELEASE OF CLAIMS (CALIFORNIA).** Each entrant acknowledges that there is a possibility that, subsequent to their involvement with this Giveaway 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 Giveaway. 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.**"

**10. OFFICIAL RULES AND WINNERS' NAMES.** For a copy of the Official Rules or names of the Winners, send a self-addressed envelope to DIY Insiders Monthly Online Research Giveaway – 2020, 701 E. Joppa Road, Mail Stop No. TW601, Towson, MD 21286, Attn. S. Miller. Specify whether you request a copy of the Official Rules or names of the Winners. All such requests must be received by Sponsor by February 15, 2021.