



**DEWALT'S EXTREME JOBSITE LOCATION CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
RESIDENTS OF THE PROVINCE OF QUEBEC, CANADA ARE NOT ELIGIBLE TO ENTER THIS CONTEST.  
A CONDITION OF WINNING THIS CONTEST IS THAT DEWALT BE ALLOWED TO PHOTOGRAPH  
YOUR JOBSITE LOCATION AS DESCRIBED HEREIN.  
VOID WHERE PROHIBITED BY LAW OR REGULATION.**

DEWALT's Extreme Jobsite Location Contest ("Contest") is sponsored by DEWALT Industrial Tool Co., 701 E. Joppa Road, Towson, MD 21286, USA ("Sponsor"). The entry period will start on April 9, 2018 at 9 AM Eastern Time ("ET") and end on April 23, 2018 at 11:59:59 PM ET ("Entry Period"). Pancake Laboratories, Inc. ("Shortstack") will be the official Contest timekeeper. By entering this Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and 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 the information provided will be used in accordance with Sponsor's privacy policy (<http://www.dewalt.com/en-us/legal/privacy-policy>). Should there be any conflict between Sponsor's privacy policy and these Official Rules, these Official Rules shall govern. Any personally identifiable information collected during an entrant's entry in this Contest will be collected by Sponsor or its designee and used by Sponsor and/or its designees for purposes of the proper administration, fulfillment, publicizing and promotion of this Contest as described in these Official Rules, as stated in Sponsor's privacy policy or as otherwise expressly consented to by entrant during any separate opt-in opportunity provided to entrant during the Contest. If an entrant does not fully agree to these Official Rules and the terms of Sponsor's privacy policy, such entrant should not enter this Contest. All entries are the property of Sponsor and will not be acknowledged or returned. Provided there is a sufficient number of meritorious entries: one (1) Grand Prize will be awarded; two (2) Runner-Up Prizes will be awarded; and not more than one (1) prize per Winner. This Contest is subject to federal, provincial, state and local laws and regulations. "Extreme Jobsite Location" means a jobsite location that is unique and where one might not ordinarily expect to see power tools and construction projects. "Extreme Jobsite Location" is hereinafter referred to as "jobsite location".

1. **ELIGIBILITY:** This Contest is open only to persons who are professional year-round contractors or work year-round in the construction, building trade or woodworking business and are duly licensed, bonded and qualified to do business in the jurisdiction of the jobsite location they enter in this Contest and are legal residents of (a) USA (50 states or Washington, DC) **and** are 18 years of age or older, or (b) Canada **and** have reached the age of majority in their province or territory of residence (**excluding those residents in the Province of Quebec who are not eligible to enter this Contest**). Employees (and their immediate family members (defined spouse, domestic partner, children, siblings, parents, grandparents, grandchildren and step family members), and/or people living in the same household, related or not) of Sponsor, Stanley Black & Decker, Inc., Shortstack, any other entity involved with the promotion or administration of this Contest and their respective affiliates (individually and collectively, "Contest Entities") are not eligible to enter this Contest.

2. **HOW TO ENTER:** To enter this Contest, entrant (you) must complete all of the following steps during the Entry Period only: (a) go to [www.DEWALTPOF.shortstack.com](http://www.DEWALTPOF.shortstack.com); (b) agree to these Official Rules and Terms of Use; (c) upload at least three (3) different photo images of the jobsite location you want to enter in this Contest; (d) fully complete the online entry form; and (e) click "submit" to enter. Tools are not required to be in any photo image. The maximum size of each photo image cannot exceed 3MB. Videos are not an acceptable format for entry. Each eligible entry entered during the Entry Period is referred to as an "Entry."

Entrants may enter this Contest an unlimited number of times, however, each Entry must be about a different jobsite location. If the same jobsite location is entered by more than one (1) entrant, Sponsor will select the Entry that best meets the theme and criteria of this Contest and the other entries will be disqualified. **Entries must be consistent with the theme of this Contest, be in English, be original to the entrant, consist only of the entrant and the jobsite location, and fully comply with these Official Rules. Entries must not include any of the following: (a) non-participating individuals, entities or locations; (b) content or materials that infringe or violate any law; (c) objectionable content or language that is crude, inappropriate or offensive to others; (d) anyone under age 18; (e) any prohibited location; and (f) content that shows any risk of harm to any person or property or depicts anything that is unsafe or could be harmful to the entrant or others.** If entrant is not the real property owner of the jobsite location, such entrant must have the approval from the owner of such location: (a) allowing entrant to enter the jobsite location in this Contest; and (b) permitting Sponsor to film at the jobsite location using only DEWALT tools,

**for Sponsor's (and its affiliates') own advertising and promotional purposes, and for no compensation or payment to the real property owner or any other person.** Products shown in any Entry's photo image(s) must reflect proper use and/or be displayed in accordance with the product's operating instructions and with all required personal protective equipment. ANY ENTRY THAT CONTAINS ANY RECKLESS OR UNSAFE BEHAVIOR, SHOWS IMPROPER OR UNSAFE USE OF ANY PRODUCTS, IN SPONSOR'S SOLE AND ABSOLUTE DISCRETION, WILL BE DISQUALIFIED.

By entering this Contest, each entrant represents and warrants that their Entry materials are original and they own all right and title thereto and their Entry does not infringe any third party intellectual property rights. Entrants agree to assign and hereby do assign to Sponsor the ownership rights to all Entry materials. All Entry materials must be entered at one time and once an entrant submits their Entry, it cannot be changed. Entries will be reviewed for content by Sponsor and Sponsor reserves the disqualify any Entry, in its sole and absolute discretion. Entry in this Contest constitutes permission (except where prohibited by law) to use entrant's name, city, state, province, likeness, audio, image, jobsite location information, photo images and all other 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. If any entry does not comply with these Official Rules, including if an entry does not meet the required subject criteria or theme, the entrant's entry will be disqualified. Entries made by any other individual or any entity, including but not limited to commercial contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of this Contest is prohibited and any entries deemed by Sponsor, in its sole and absolute discretion, to have been entered in this manner will be disqualified. 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, will be disqualified. Entries will be disqualified if they are forged, falsified, altered or improperly tampered with in any way or if Sponsor determines, in its sole and absolute discretion, that any entry does not meet the eligibility and any other criteria outlined herein. In case of a dispute over the identity of an entrant, the authorized account holder of the email account used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by a service provider. Multiple persons are not allowed to use the same email address, same Entry and/or jobsite location. Entrants are solely responsible for all costs and expenses incurred in entering this Contest. The Judging Panel (defined below) reserves the right to reject or not consider any entry in this Contest for any reason. Not all prizes will be awarded if there is not a sufficient number of meritorious entries.

**3. JUDGING CRITERIA; SELECTION OF SEMIFINALISTS:** After the Entry Period ends, the Judging Panel (comprised of Sponsor's social media and marketing departments) will review the eligible Entries and select the three (3) Entries (collectively, the "Semifinalists") that best satisfy the judging criteria and theme of this Contest. The Judging Panel will base its selection on the following criteria: (a) 80% - the jobsite location is demonstrated to be unique, extreme or an unexpected location for one to see power tools and construction projects; (b) 15% - originality and creativity; and (c) 5% - overall professionalism. Sponsor will notify the Semifinalists, based on the information contained in their Entries, on or by **May 14, 2018**.

Each Semifinalist will then be required to complete the following **by June 20, 2018**:

- (a) participate in an interview with Sponsor (in person or via telephone), pitch their jobsite location to Sponsor, and demonstrate professional demeanor;
- (b) sign and return to Sponsor all releases, waivers and consent forms required by Sponsor and authorizing Sponsor to: (i) be on the jobsite location property on date(s) in 2018 suitable to Sponsor, and (ii) use the jobsite location to tape, film, record and photograph for Sponsor's own advertising purposes including any construction projects on the jobsite location;
- (c) if the Semifinalist does not have legal rights to the jobsite location, he/she must assist Sponsor with obtaining the documents described above from the appropriate person(s);
- (d) provide Sponsor with at least one (1) reference letter from a recent customer;
- (e) confirm to Sponsor that he/she (the Semifinalist) meets the eligibility requirements of this Contest;
- (f) consent to a background check; and
- (g) provide all other materials Sponsor requests, including but not limited to, additional photo images of and details about the jobsite location.

**If a Semifinalist does not complete the above, to Sponsor's sole satisfaction, by the required date such Semifinalist will be disqualified and thereby forfeit any prize in this Contest.**

Sponsor will determine the one (1) Entry that best meets the theme and required criteria of this Contest and complies with these Official Rules, and such Entry will be declared the potential "Grand Prize Winner". Each of the remaining Semifinalists who has

complied with these Official Rules will be declared a potential "Runner-Up Prize Winner". **SPONSOR HAS SOLE AND FINAL DETERMINATION OF EACH WINNER IN THIS CONTEST.** AN ENTRANT IS NOT AN OFFICIAL WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN ADVISED BY SPONSOR THAT VERIFICATION IS COMPLETE.

4. **NOTIFICATION / PRIZE ACCEPTANCE:** The potential Grand Prize Winner and potential Runner-Up Prize Winners will be notified by Sponsor based on the information contained in their Entries, on or about **June 29, 2018**. **Each potential Winner must accept the respective prize by returning to Sponsor all completed and personally signed documents requested by Sponsor within twenty-one (21) days of Sponsor's first prize notification attempt -- failure to do so will result in forfeiture of the prize.** Sponsor will have no liability for any notification that is not received by a potential Winner for any reason. If a potential Winner does not respond to notification and accept the prize as required herein or if prize notification is returned as unclaimed or undeliverable, such potential Winner will be disqualified and forfeit the prize. If a potential Winner is found to be ineligible, has not complied with these Official Rules or declines the prize such potential Winner will be disqualified and forfeit the prize. If a potential Winner is disqualified or forfeits the prize, Sponsor's Judging Panel may, *but shall not be required to*, select an alternate potential Winner based on the above criteria. **The Winner (prize recipient) will be the Entrant who submitted the Entry only.** The Grand Prize Winner and Runner-Up Prize Winners are sometimes herein collectively referred to as "Winners" and individually as "Winner".

**USA RESIDENTS ONLY:** If a potential Winner is a resident of the USA, within the time period set forth above in this Section 4, he/she will be required to complete, personally sign and return to Sponsor, among other documents, an (a) IRS tax form W-9, and (b) Affidavit of Eligibility, Liability/Publicity Release (except where prohibited by law) confirming such potential Winner's compliance with these Official Rules and releasing the Released Parties from any liability in connection with such potential Winner's entry in this Contest and his/her acceptance, possession, use or misuse of the prize. Failure to do so will result in forfeiture of the prize awarded hereunder.

**CANADIAN RESIDENTS ONLY:** If a potential Winner is a resident of Canada, within the time period set forth above in this Section 4, he/she will be required to: (a) correctly answer a time-limited, mathematical skills-based question without mechanical or other assistance; and (b) complete, personally sign and return to Sponsor the Declaration of Eligibility and Liability/Publicity Release confirming such potential Winner's compliance with these Official Rules and releasing the Released Parties from any liability in connection with such potential Winner's entry in this Contest and his/her acceptance, possession, use or misuse of the prize. Failure to do so will result in forfeiture of the prize awarded hereunder.

5. **PRIZES:** The prizes are described below. The combined approximate retail value ("ARV") of all prizes available in this Contest is \$10,830.91 (Grand Prize ARV \$5,172.97, Runner-Up Prize ARV \$2,828.97). Each prize is non-assignable and non-transferable and has no credit or cash value. Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize (or any part of a prize) for a prize (or part) of equal or greater value, for any reason. Limit of one (1) prize per Winner. Each Winner should allow up to eight (8) weeks before the prize is shipped to them after they have been declared an official Winner by Sponsor. The respective prize will be mailed to the respective Winner's street mailing address (cannot ship to a post office box) via regular ground mail. The prize ARV represents Sponsor's good faith determination, is final and binding and cannot be challenged or appealed. No more than the stated number of prizes will be awarded. Each Winner is advised to seek independent counsel regarding the tax implications of accepting the prize. **All income and other taxes (federal, state, provincial and local) on the respective prize are the sole responsibility of Winner. AN IRS TAX FORM 1099 WILL BE ISSUED TO EACH WINNER, IF HE/SHE IS A USA RESIDENT, BASED ON THE ARV OF THE PRIZE THEY RECEIVE.**

The one (1) Grand Prize will be comprised of the following:

- one (1) of each of the following DEWALT products:

<b>Prize Description and Approximate Retail Value ("ARV")</b>
DEWALT 8-1/4" Table Saw Kit Model #DCS7485T1 (ARV \$499)
DEWALT 7-1/4" Circular Saw Kit - 2 Battery Model #DCS575T2 (ARV \$379)
DEWALT Reciprocating Saw Kit Model #DCS88T1 (ARV \$299)
DEWALT 4-1/2"- 6" Grinder Kit Model #DCG414T1 (ARV \$299)
DEWALT 1/2" VSR Stud and Joist Drill Kit Model #DCD460T1 (ARV \$399)
DEWALT 20V MAX* Tool Connect™ Corded/Cordless LED Area Light Model #DCL070B (ARV \$419)
DEWALT 1800 Watt PPS Model #DCB1800B (ARV \$249)

DEWALT FLEXVOLT Radio Model #DCR025 (ARV \$199)
DEWALT Hammerdrill/Impact Driver Combo Kit Model #DCK299D1T1 (ARV \$379)
DEWALT 12" Double Bevel Miter Saw 2 Battery Model #DHS790AT2 (ARV \$699)
DEWALT 6Ah Battery Model #DCB606 (ARV \$149)
DEWALT 9Ah Battery Model #DCB609 (ARV \$199)
DEWALT FLEXVOLT Charger Model #DCB811B (ARV \$79)
DEWALT Blower Kit Model #DCBL770X1 (ARV \$269)
DEWALT 16" Chainsaw Kit Model #DCCS670X1 (ARV \$329)
DEWALT 15" String Trimmer Kit Model #DCST790X1 (ARV \$269)
DEWALT Recip Blade Sets Model #DWAFV48SET (ARV \$18.99)
DEWALT 7 1/4" 36 Tooth Circ Blade Model #DWAFV3736 (ARV \$19.99)
DEWALT 7 1/4" 24 tooth Circ Blade Model #DWAFV3724 (ARV \$19.99)

- the opportunity to participate in Sponsor’s video and/or photo shoot at the jobsite location identified in the Grand Prize Winner’s Entry, at Sponsor’s sole discretion.

The Runner-Up Prize will be comprised of one (1) of each of the following DEWALT products:

<b>Prize Description and Approximate Retail Value (“ARV”)</b>
DEWALT 8-1/4" Table Saw BARE – Model #DCS7485B (ARV \$379)
DEWALT 7-1/4" Circular Saw Kit - 2 Battery Model #DCS575T2 (ARV \$299)
DEWALT Reciprocating Saw Kit BARE #DCS388B (ARV \$299)
DEWALT 4-1/2"- 6" Grinder Kit BARE #DCG414TB (ARV \$199)
DEWALT 20V MAX* Tool Connect™ Corded/Cordless LED Area Light Model #DCL070B (ARV \$419)
DEWALT 1800 Watt PPS Model #DCB1800B (ARV \$249)
DEWALT FLEXVOLT Radio Model #DCR025 (ARV \$199)
DEWALT Hammerdrill/Impact Driver Combo Kit Model #DCK299D1T1 (ARV \$379)
DEWALT 6Ah Battery Model #DCB606 (ARV \$149)
DEWALT 9Ah Battery Model #DCB609 (ARV \$199)
DEWALT Recip Blade Sets Model #DWAFV48SET (ARV \$18.99)
DEWALT 7 1/4" 36 Tooth Circ Blade Model #DWAFV3736 (ARV \$19.99)
DEWALT 7 1/4" 24 Tooth Circ Blade Model #DWAFV3724 (ARV \$19.99)

6. **PUBLICITY RELEASE:** Acceptance of a prize constitutes each Winner's permission for Sponsor to use the Winner's Entry, name, photograph, video, image, likeness, voice, audio, biographical information, statements, personal exposition (and any edited portion thereof), testimonial (in whole or part), prize information, address (city and state/province) and jobsite location photo images, details and information (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 from all claims arising out of the use of such Attributes.

7. **ENTRY CONDITIONS AND RELEASES:** By entering this Contest, EACH ENTRANT AGREES for entrant and for entrant’s heirs, executors, administrators, representatives, insurers and assigns: **(A)** to release, hold harmless and indemnify the Contest Entities, Contest prize suppliers, all individuals and entities involved in fulfilling, administering, advertising or promoting this Contest and each of their respective past and present officers, directors, parent companies, subsidiaries, affiliates, employees, representatives, licensees, licensors, designees and agents (collectively, "**Released Parties**") from any and all claims, expenses, liabilities, personal injury, death, illness, property loss, litigation or damages of any kind to persons and/or property (including but not limited to invasion of privacy under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights) that may occur, directly or indirectly, whether caused by negligence or not, arising out of such entrant’s entry in this Contest and/or such entrant’s acceptance, possession, use and/or misuse of the prize (or any part); and **(B)** to indemnify, defend and hold harmless Released Parties from and against any and all claims, expenses and/or liabilities arising out of or relating to such entrant’s entry in this Contest and/or entrant’s acceptance, use and/or misuse of prize. **Released**

**Parties are not responsible for, and each entrant hereby releases the Released Parties** from, any claims arising from: (i) lost, late, illegible, mutilated, misdirected, damaged, corrupted, inaccessible, inaccurate or incomplete entries, entries not received by the time designated for the Entry Period; (ii) technical failures of any kind, including but not limited to the malfunctions or interruptions of any computer, equipment, cable, network, hardware or software, programming or technical problems or traffic congestion on the Internet; (iii) unauthorized human intervention in the entry process or technical or human error which may occur in the administration of or processing of entries in this Contest; (iv) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, including which may be caused, directly or indirectly, in whole or in part, from entrant's entry in Contest; and (vi) theft, tampering, destruction, or unauthorized access to, or alteration of entries. Sponsor is not responsible for any electronic or typographical errors in the printing, advertisement or reproduction of these Official Rules, in any advertisement or promotional material related to this Contest (print or online) or in administration of this Contest including but not limited to depiction of prizes, jobsite locations or announcement of Semifinalists or Winners. All details and other restrictions of any prize not specified in these Official Rules will be determined by Sponsor in its sole discretion.

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

9. DISQUALIFICATION/FORCE MAJEURE: Sponsor reserves the right to modify, extend or terminate this Contest if it determines, in its sole discretion, that this Contest 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 Contest as contemplated herein. If an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding the prizes or continuing with this Contest 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. ZIKA virus), 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 Contest. If this Contest is terminated before the designated end date, Sponsor will (if possible) select the potential Winners based on the steps set forth in these Official Rules from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances.

10. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prizes awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 shall be governed by, and construed in accordance with, the laws of the State of Maryland, USA without giving effect to any choice of law or conflict of law rules (whether of State of Maryland, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland, USA.

11. OFFICIAL RULES/WINNERS LIST: For these Official Rules or names of the Winners, send a self-addressed envelope to Sponsor at: DEWALT Extreme Jobsite Location Contest, 701 E. Joppa Road, Mail Stop TW230, Towson, MD 21286, USA, Attn.: S. Miller. All such requests must be received by July 31, 2018. The Winners list will be sent after the Winners have been verified and prizes have been awarded.