

# Sweepstakes

## Festool Emerald Edition Sweepstakes - Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID IN RHODE ISLAND, THE PROVINCE OF QUEBEC AND WHERE PROHIBITED BY LAW.

**Promotion Dates:** The Festool Emerald Edition Sweepstakes ("Promotion") will take place between October 21, 2019 and December 31, 2019 ("Sweepstakes Period"). The Promotion is subject to all applicable federal, state and local laws and regulations.

**Who is Eligible:** Promotion is offered only to legal residents of the United States (excluding residents of Florida and Rhode Island), the District of Columbia, and Canada (excluding residents of Quebec) who are 18 years of age or older or of the age of majority in their state of residence or their providence or territory of residence, whichever is older, and have a valid driver's license, Government issued ID or passport. Employees, officers, directors, agents and representatives of Festool USA LLC ("Sponsor") and their respective parent company, divisions, affiliates, dealers, subsidiaries, advertising and promotion agencies and any and all other companies associated with the design or execution of this Promotion (collectively, "Promotion Entities") (and the immediate families (spouses and parents, siblings and children and their respective spouses, regardless of where they reside) and members of the same household of such individuals, whether or not related) are not eligible to enter or win. Void in Florida, Rhode Island, the province of Quebec and where prohibited by law.

**How to Enter:** During the Sweepstakes Period, register your Festool Emerald Edition tool by going to <https://www.festoolusa.com/service/service-all-inclusive/registration> and completing the registration process.

### Entry Period is:

October 21, 2019 through December 31, 2019.

Entries submitted before October 21, 2019 or after December 31, 2019 will not qualify.

You can also enter during the Sweepstakes period by mailing a post card with your Name, Address, Phone Number and Email Address to; Festool Emerald Edition Sweepstakes, 400 N Enterprise Blvd, Lebanon, IN 46052.

**CAUTION:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Promotion Entities are not responsible for: (i) entries or EDC units that are lost, late, stolen, incomplete, inaccurate, damaged, destroyed, misdirected, undelivered, delayed, garbled or not received by the Promotion Entities or their respective agents for any reason, or for any entries submitted in a manner that is not expressly allowed under these Official Rules and all such entries will be void; (ii) any problems or malfunctions, errors, failures or human error that may occur in the receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries or EDC units, (iii) any causes that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion, or (iv) any other errors or problems relating to or in connection with this Promotion, whether printing, typographical, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion, the processing of entries or EDC units, the cancellation or postponement of any event, the announcement of the prizes or in any Promotion-related materials. All fraudulent, incomplete or non-conforming entries will be disqualified. Administrator reserves the right to cancel, modify or terminate any portion of the Promotion for any reason, including if fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Promotion, in the opinion of the Administrator, or if any problem corrupts the administration, security, or proper conduct of the Promotion as determined by Administrator, in their sole discretion. In the event of early termination of any portion of the Promotion, Administrator reserves the right to conduct a random drawing from among all eligible, non-suspect entries received as of such termination (as applicable). Proof of entry will not be deemed to be proof of receipt by Administrator.

**Winner Selection:** A random drawing will be conducted by the Sponsor on or around January 15, 2020 to select one (1) potential winner from among all eligible entries received during the Sweepstakes Period in accordance with these Official Rules. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Potential winner will be notified initially by phone or email approximately 1-2 business days following the random drawing and asked to confirm his/her eligibility and indicate his/her willingness to accept the applicable prize as described below. Upon confirmation of his/her eligibility as well as his/her willingness to accept the prize, potential winners will be required to execute and return a W-9 form (if an eligible US resident), an affidavit of eligibility and liability (or if an eligible residents of Canada,

a declaration of eligibility and liability) and, unless prohibited by law, publicity release within two (2) days or as specified by Sponsor. If an eligible resident of Canada, the potential winners will also be required to correctly answer a time-limited mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, to be administered by phone or e-mail. If a potential winner is ineligible or otherwise fails to return such documents within the specified time period fully-executed, fails to answer the skill-testing question correctly (if applicable), or if Sponsor is unsuccessful to reach and speak directly with a potential winner by phone over a 48-hour period, the potential winner cannot or does not wish to accept the prize or is not in compliance with these Official Rules, such potential winner will be disqualified and, at Sponsor's discretion, an alternate winner may be randomly selected through random drawing and notified as per the procedures outlined above. Failure to collect or properly claim a prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, Sponsor will have no further obligation to such winner and may, at their sole discretion, choose to randomly select an alternate winner through a random drawing who will be notified as per the procedures outlined above. If the winner is at least 18 but still considered a minor in his/her state of residence, prize may, at Sponsor's and/or Festool's discretion, be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

**Prizes:**

One Grand Prize winner will receive a trip to Festool USA Headquarters to spend the day with a Trainer where airfare and hotel accommodations will be covered, Approximate Retail Value ("ARV") of Grand Prize: \$1,250 US.

\*If the selected Grand Prize Winner is from a tool registration, then the registering dealer will also win a Prize of a day with a trainer.

Three (3) second place winners will receive a Festool CT MIDI (, Approximate Retail Value ("ARV") of second place prize is \$640 US each.

Five (5) third place winners will receive a Festool CXS Set, Approximate Retail Value ("ARV") of third place prize is \$300 US each.

Odds of winning are dependent on the number of eligible entries received during the Sweepstakes Period.

Winners are responsible for all costs and expenses associated with the acceptance and use of the prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes and withholdings. Prizes are not transferable, redeemable for cash, or substitutable except by Sponsor, which reserves the right, at its discretion, to substitute a prize or portion of a prize with one of comparable or greater value. All prize details are at the sole discretion of the Sponsor.

**General Conditions:** By participating in this Promotion, participants agree to be bound by these Official Rules and the decisions of the Sponsor relating to the Promotion, which shall be final and binding. Released Parties (as defined below) are not responsible for lost, late, incomplete, stolen, delayed, damaged, stolen or inaccurate entries; or for other errors or problems of any kind whether human, printing, typographical, mechanical or otherwise relating to or in connection with this Promotion, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion, the processing of entries at EDC units, the announcement of the prizes or in any promotion-related materials. Persons who tamper with or abuse any aspect of the Promotion, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the promotion be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion (or any portion thereof) for these or any other reason, and, if terminated, at its discretion, select the potential winner(s) for the Entry Period drawing(s) at issue from all eligible, non-suspect entries received for the applicable drawing(s) prior to action taken. Entrants, by participating, agree that Sponsor, American Hole 'n One, and their respective parents, affiliates, subsidiaries, dealerships, prize suppliers, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Promotion. Winners, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

**Additional Rules & Restrictions:** By participating in this Promotion, participants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to this Promotion.

In the event a winner is found to be in violation of any of these Official Rules after prize has been awarded, he/she will be required to forfeit the prize or to reimburse the Sponsor for the stated value of the prize if such violation is found after the prize has been used by such winner. Acceptance of a prize constitutes permission for the Sponsor and its designees to use the winner's name, city and state of residence and/or likeness for purposes of advertising and trade in any manner or media now or hereafter known, worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. By participating, participant agrees to release and hold Promotion Entities harmless from and against any and all claims, damages and liability of any kind arising, directly or indirectly, in whole or in part, from or in connection with the acceptance, possession or use/misuse of a prize, participation in the Promotion, or in any prize-related activities, including any travel associated therewith, and participant assumes all liability in connection therewith.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Giveaway, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Giveaway), and entrant further waives all rights to have damages multiplied or increased.

**Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Indiana, USA.

**Winner's Names:** For the names of the winners (available after 1/15/20), send a hand-printed, self-addressed, stamped envelope for receipt by 2/28/20 to: Festool Emerald Edition Sweepstakes, 400 N Enterprise Blvd, Lebanon, IN 46203.

**Sponsor:** Festool USA LLC, 400 N Enterprise Blvd. Lebanon, IN 46052.