

Husqvarna Canada Corporation's 2018 Breast Cancer Awareness Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: Husqvarna Canada Corporation's Breast Cancer Awareness Month Contest ("Contest") is open only to legal residents of Canada who have reached the age of majority at time of entry. All officers, directors, employees, agents and representatives of Husqvarna Canada Corporation, ("**Sponsor**"), any independent contest judging organization, each of their respective parent corporation, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers, contractors or agents (all of the foregoing together with Sponsor, collectively, "**Contest Entities**"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Contest. All applicable federal, provincial and local laws and regulations apply. Void where prohibited by law. Entry in the Contest constitutes your full and unconditional acceptance of these official rules ("**Official Rules**").

2. CONTEST PERIOD: The Contest begins at 9:00:00 a.m. Eastern Time ("**ET**") on October 1, 2018 and ends at 11:59:59 p.m. ET on November 15, 2018 (the "**Contest Entry Period**"). Potential Winner (defined below) will be selected from Entries properly submitted to the Contest.

3. CONTEST ENTRY INSTRUCTIONS: NO PURCHASE NECESSARY. Internet access and valid email account required. Online entry through the Website (as defined below) only; no other means of submission will be accepted.

There is one (1) method of entry for this Contest: To enter during the Contest Entry Period, go to <https://www.husqvarna.com/ca-en/breast-cancer-awareness/> ("**Website**"), and (1) sign up for the contest by providing all of the required information. By submitting your Entry, you are indicating that you have read, understood and accepted these Official Rules.

Entries must be received within the Contest Entry Period to be eligible for the Contest. Entry must be submitted by the entrant him or herself. Entrant may only use one (1) email address. LIMIT: one (1) Entry per person during the Contest Entry Period. Multiple Entries received from any one (1) entrant beyond this limit will void all such additional Entries. Any Entrant found to be using multiple accounts to enter will be disqualified. Entries generated by a script, macro, or other automated means will be disqualified.

In case of a dispute over the identity of an entrant, the authorized account holder of the email account associated with the entry 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 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. The Potential Winner may be required to show proof of being the authorized account holder.

4. PUBLICITY:

By entering this Contest and submitting an Entry, you acknowledge and agree that your Entry may be posted online for public viewing. You hereby irrevocably, perpetually, and without limitation, grant the Sponsor the unlimited right and permission to use, post, display, publish, broadcast, adapt, edit and/or modify such Entry (with or without your name in connection with your Entry), on the internet, in connection with this Contest and waive all your rights, including moral rights, in and to the Entry, without notice or compensation.

If you are selected as the Potential Winner, you agree to grant all right, title and interest in and to your Entry to Sponsor for use in any and all manner or media (whether now known or hereafter devised) anywhere in the world, in perpetuity, for any purpose, including without limitation, for purposes of advertising Sponsor or Sponsor's product or services and you agree to sign a release to this effect.

5. SELECTION OF CONTEST WINNERS: On Monday, November 26, 2018 at 12:00PM EST in Toronto, ON ("**Contest Draw Date**"), one (1) entrant will be selected by a random draw from all eligible Entries received during the Contest Entry Period ("**Potential Winner**"). The odds of being selected as a Potential Winner are dependent upon the total number of eligible Entries received by the Sponsor during the Contest Entry Period.

6. PRIZE CLAIM CONDITIONS AND NOTIFICATION: Before being declared a winner, the Potential Winner shall be required to: (1) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call; (2) confirm compliance with the Official Rules; and (3) sign and return the Release (described below). The Sponsor may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Contest to accommodate and include the participation of entrants with physical or cognitive disabilities.

The Potential Winner will be notified by email within three (3) business days after the Contest Draw Date by 6:00 p.m. ET. Please check your email. By entering the Contest, you consent to Sponsor contacting you in this manner should you be selected to win a prize. The notification will contain instructions about responding, and the Potential Winner must respond by email within three (3) business days. At the sole discretion of the Sponsor, disqualification, forfeiture of the prize, and the selection of an alternate winner (who will be subject to disqualification in the same manner) may result from a Potential Winner's failure to: (1) respond to notification within the timeframe noted above; (2) provide Sponsor with satisfactory proof of eligibility; (3) correctly answer the time-limited mathematical skill-testing question within the timeframe provided; (4) return the fully executed Release within the timeframe required; (5) validly claim the prize by November 30, 2018; or (5) comply with the Official Rules. The Sponsor is not responsible for the failure for any reason whatsoever of a Potential Winner to receive notification or for the Sponsor to receive a Potential Winner's response.

6. PRIZES: Subject to the conditions herein, one (1) Grand Prize winner will receive a prize package, consisting of the following prizes: • One (1) Husqvarna 450 Rancher Chainsaw ("**Grand Prize**") and One (1) Pink Husqvarna Chainsaw toy.

The approximate retail value (ARV) for the Grand Prize is \$419.95 for the 450 Rancher Chainsaw and \$39.99 for the pink toy chainsaw (combined ARV of \$459.94). The Grand Prize may not be redeemed or exchanged for cash.

The prize awarded will not be replaced if lost or stolen. Prize is not redeemable for cash or transferable. No substitution will be allowed except, at Sponsor's sole discretion, a prize of equal or greater monetary value may be substituted. The Prize will be awarded, provided it is validly claimed by November 30, 2018, after which no alternate winners will be selected, nor unclaimed prizes awarded. Sponsor makes no representations or warranties with respect to any prize. Any other costs or expenses related to accepting and/or using the prize not listed in these Official Rules are the sole responsibility of the winner.

8. RELEASE. By entering, each entrant agrees to defend, indemnify, release and hold harmless Contest Entities and Facebook from and against any and all losses, demands, damages (including without limitation direct, indirect, incidental, consequential or punitive damages), rights, claims, injuries, actions and liabilities (including, without limitation, any property loss, damage, personal injury or death caused to any

person(s)) of any kind arising out of or related to (i) entrant's participation in the Contest, including access to and use of the Website, (ii) any claims based on personality or privacy rights, defamation or prize delivery, (iii) entrant's acceptance, possession, use or misuse of any prize; or (iv) entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Each Potential Winner will be required to execute a declaration and release ("**Release**") that confirms: (a) eligibility for the Contest and compliance with these Contest Rules; (b) acceptance of the prize as offered; and (c) release of the Contest Entities from any and all liability in connection with the Contest or the acceptance, possession, use or misuse of any prize. The executed Release must be returned within five (5) business days of the date indicated on the Release or the Potential Winner will be disqualified and the prize forfeited.

9. LIMITATION OF LIABILITY. Without limiting the foregoing, the Contest Entities and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein. In any cause of action, the Contest Entities' liability will be limited to two hundred fifty dollars (CDN 250.00), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Contest, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. **CONTEST ENTITIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THIS CONTEST.**

10. PERSONAL INFORMATION: Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to such collection, use, and disclosure of your personal information. You may also be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. The personal information will be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

Each Winner by accepting a prize, grants to the Sponsor an irrevocable, perpetual, unlimited, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Winner's name, picture, city, province of residence, statements, voice and likeness, biographical material, and the information contained in the Entry, in any media or format now known or hereafter devised, including but not limited to the World Wide Web, throughout the world in perpetuity for advertising and publicity purposes that Sponsor may conduct relating to the Contest, without additional review, compensation, permission or approval.

The personal information collected through this Contest is subject to Husqvarna's Privacy Policy, located at <https://www.husqvarna.com/ca-en/privacy/>. By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy.

11. OFFICIAL RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules go to <https://www.husqvarna.com/ca-en/breast-cancer-awareness/> , or send a self-addressed stamped envelope to: Husqvarna Canada Corporation's 2018 Swag Giveaway, 850 Matheson W, Mississauga, ON L5V 0B4, Canada. Requests for winner lists may be sent via email to Husqvarna at marketingusa@husqvarna.com. Requests for the winner list will only be accepted after the end of the Entry Period and must be received by December 31, 2018.

12. INTELLECTUAL PROPERTY. All Husqvarna Group intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

13. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.

14. GENERAL RULES AND RIGHT TO TERMINATE/MODIFY: By entering or participating in the Contest, participants agree to be bound by these Official Rules, the terms and conditions of the Website, and by the decisions of Sponsor, which are final and binding in all respects. Winning a Prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a Winner make any false statement(s) in any document referenced above, the Winner will be required to promptly return to Sponsor his/her Prize, or the cash value thereof. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (ii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Any disputes that may arise hereunder shall be governed in all respects by the laws of the Province of Ontario without regard to the conflicts of laws principles of any jurisdiction. If, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest or these Official Rules (or portion thereof), at any time and without notice or obligation. In the event of such cancellation, termination, modification or suspension, Sponsor will select a Winner from all

eligible, non-suspect entries received prior to such action, who will be subject to disqualification in the same manner.

15. SPONSOR: The Sponsor of this contest is Husqvarna Canada Corporation, 850 Matheson W, Mississauga ON, L5V 0B4, Canada. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. BY ENTERING, YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO FACEBOOK. THE INFORMATION YOU PROVIDE WILL ONLY BE USED FOR PURPOSES OF ADMINISTERING THIS CONTEST. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THIS CONTEST SHOULD BE DIRECTED TO THE SPONSOR AND NOT TO FACEBOOK. Entrants shall not use the trademarks, copyrights, logos, trade dress, or designs of Sponsor, or falsely associate themselves with Sponsor, during or after the Entry Period.

For residents of Quebec: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.