

Husqvarna Canada Corporation's 2019 Great Canadian Chainsaw XPert Challenge Contest Official Rules

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

1. **SPONSOR:** The sponsor of this contest is Husqvarna Canada Corporation. located at 850 Matheson Blvd. W., Unit 1, Mississauga ON L5V 0B4, Canada (the "Sponsor" or "Husqvarna").
2. **ACCEPTANCE OF RULES:** By entering the **2019 Great Canadian Chainsaw XPert Challenge Contest** (the "Contest"), you (the "Entrant") hereby accept and agree to these official rules (the "Rules") of the Contest. Any violation of the Rules may result in disqualification.
3. **ELIGIBILITY:** The Contest is open only to legal residents of Canada who are 18 years of age or older as of the date of entry (or have reached the age of majority in the province or territory of residence at time of entry). Husqvarna employees, officers, directors, agents and representatives, and each of their respective parent corporations, 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.
4. **CONTEST PERIOD:** The Contest begins at [7:00:00 a.m. Eastern Time ("ET") on April 15, 2019] and ends at [11:59:59 p.m. ET on May 31, 2019] (the "**Contest Entry Period**"). All submissions must be uploaded and received no later than the end of the Contest Entry Period. Winner (defined below) will be selected from entries properly submitted to the Contest.
5. **CONTEST ENTRY INSTRUCTIONS:** To enter the Contest an Entrant must: (1) submit a video via Facebook or Instagram, (2) submit an entry form through the Contest Entry Page, and (3) comply with Submission Guidelines and Safety Criteria, each of which are described below. Entry must be submitted by the entrant him or herself. 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.

FACEBOOK ENTRY. To enter the Contest via Facebook, during the Contest Entry Period, visit the Husqvarna Facebook page located at: <https://www.facebook.com/husqvarnaca> (the "FB Website"). At or near the beginning of the Contest Entry Period, an announcement post about this Contest will be posted directly on the FB Website (the "FB Post"). Entrants must submit a video (up to 60 seconds) that shows the Entrant using a Husqvarna chainsaw in a manner that complies with the Safety Criteria described below, as a comment directly to the FB Post. **Only the Entrant should be shown in the video.** The video submission must also comply with the Submission Guidelines set forth below. Entrants must include the hashtag [#ChainsawContestCanada] and tag Husqvarna (@husqvarnaca) as part of his or her entry. A Facebook account is required to enter the Contest via Facebook and comment with the correct Hashtag. If you do not already have a Facebook account, you can go to <https://www.facebook.com> to create a free Facebook account. If you choose to submit an entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities. **This Contest is not sponsored, endorsed, or administered by or associated with Facebook.**

INSTAGRAM ENTRY. To enter the Contest via Instagram, during the Contest Entry Period, an Entrant must post a video (up to 60 seconds) that shows the Entrant using a Husqvarna chainsaw in a manner that complies with the Safety Criteria described below, as a post on their personal Instagram page, and the Entrant's Instagram account must be made "public." **Only the Entrant should be shown in the video.** The video submission must also comply with the Submission Guidelines set forth below. Entrants must include the hashtag [#ChainsawContestCanada] and tag Husqvarna (@husqvarnaca) as part of his or her entry. An Instagram account is required to enter the Contest via Instagram and post with the correct Hashtag. If you do not already have an Instagram account, you can go to <https://www.instagram.com> to create a free Instagram account. If you choose to submit an entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities. **This Contest is not sponsored, endorsed, or administered by or associated with Instagram.**

CONTEST ENTRY PAGE. Each Entrant must also submit all requested information on the Contest entry form page, available here: <https://www.husqvarna.com/ca-en/chainsawcontest/> (the "Contest Entry Page"). The Contest Entry Page will include submission of the Entrant's contact information and a link to the Entrant's Facebook or Instagram video entry.

SUBMISSION GUIDELINES AND SAFETY CRITERIA. Any entry that includes a video submission (a "Submission") must comply with the following requirements.

- The Submission cannot: (a) be obscene, offensive, contain or reference nudity or any materially dangerous activity; (b) contain or reference trademarks, logos or trade dress owned by others (other than Husqvarna's) without permission; (c) contain copyrighted materials owned by others without permission; (d) contain materials embodying the names, likenesses, or other indicia identifying any person other than Entrant, without permission.
- By entering a Submission the Entrant warrants and represents that: (a) the Submission has not been previously published; (b) the Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) publication of the Submission via various media including Web posting and posting in social media, will not infringe on the rights of any third party.
- Entrant will indemnify and hold harmless Contest Entities from any claims to the contrary. Any Submission that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Contest for any reason will be disqualified from the Contest.
- Additionally, each Submission must meet the following safety criteria (the "Safety Criteria"):
 - All use/operation of a Husqvarna chainsaw should be in accordance with and pursuant to the instructions and safety rules in the owner's manual.
 - Personal protective equipment, including but not limited to, chainsaw chaps/pants, closed shoes, eye protection, ear protection and gloves, shall be used in accordance with and pursuant to the instructions and safety rules in the owner's manual.
 - Safe starting procedures must be followed. "Drop-starting" and other unsafe handling procedures are not allowed.
 - Failure to adhere to safety rules will immediately disqualify the entry.

6. **SELECTION OF CONTEST WINNER:** After the end of the Contest Entry Period and up until [June 24, 2019 at 6:00 p.m. ET] (the "**Winner Selection Date**"), representatives of the Sponsor (the "**Panel of Judges**") will evaluate each Submission in Mississauga ON. The panel of judges will use the following criteria in evaluating each eligible entry: (1) incredible cutting ability, (2) endurance to get the job done, and (3) exceptional maneuverability. (the "**Judging Criteria**"). All three criteria will receive equal weight in the judging. Based on the Judging Criteria, the Panel of Judges will select one Entrant to win the prizes (the "**Potential Winner**") on the Winner Selection Date.

7. **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; and (2) confirm compliance with the Official Rules. Upon verified completion of these activities, the Potential Winner will be declared a Winner ("Winner"). 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.

Sponsor will notify the Winner by email within three (3) business days after the Winner Selection Date. 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 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 Winner's failure to: (1) respond to notification within the timeframe noted above; (2) provide Sponsor with satisfactory proof of eligibility; (3) return the fully executed Release within the timeframe required; 4) validly claim the prize by [July 31, 2019]; or (5) comply with the Rules. The Sponsor is not responsible for the failure for any reason whatsoever of a Winner to receive notification if properly sent as described above or for the Sponsor to receive a Winner's response.

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 Winner may be required to show proof of being the authorized account holder.

8. **PRIZES:** Subject to the conditions herein, one (1) Winner will receive a prize package (the “Prize”), consisting of the following prizes: one (1) Husqvarna 572XP® chainsaw (approximate retail value \$1169.99), one (1) Technical Hi Viz Pant (approximate retail value \$299.99), one (1) Technical Hi Viz Jacket (approximate retail value \$299.99), one (1) Technical Short Sleeve Work Shirt (approximate retail value \$49.99), one (1) Technical Forest Helmet (approximate retail value (\$159.99), one (1) pair of Technical Leather Gloves (approximate retail value \$44.99). Total approximate retail value (the “ARV”) of all Prizes is \$2,024.94.

The Prize may not be assigned, substituted, redeemed or exchanged for cash. The Prize will not be replaced if lost or stolen. The Prize will be awarded, provided it is validly claimed by **July 31, 2019**, after which no alternate winners will be selected, nor unclaimed prizes awarded.

Except for the cost of the Prize, all expenses and costs, including but not limited to federal, state and local taxes, freight/shipping charges, and pre-delivery inspection, related to accepting and/or using the Prize, are the sole responsibility of the Winner. **ALL FEDERAL, PROVINCIAL AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.**

The odds of winning depend on the number of eligible entries received; winning a prize is contingent on fulfilling all the requirements set forth herein.

9. **RELEASE.** By entering, each entrant agrees to defend, indemnify, release and hold harmless Contest Entities, Facebook and Instagram 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 Contest Entry Page, (ii) the delivery, acceptance, possession, use or misuse of any prize; or (iii) entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The 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 Sponsor and/or 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 Winner will be disqualified and the prize forfeited.
10. **LIMITATION OF LIABILITY.** Without limiting the foregoing, the Contest Entities 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 issue or human error which may occur in the transmission or processing of submissions in the Contest; (b) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (c) damage to a user's/Entrant's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (d) printing, distribution, programming, editorial, technical or production errors or omissions, and any other errors, omissions or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (e) any 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 Contest or receipt, use, non-use or misuse of any prize. In any cause of action, the Contest Entities' liability will be limited to two hundred fifty dollars (US \$250.00), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. **ALL PRIZES ARE AWARDED “AS IS” AND CONTEST ENTITIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THIS CONTEST.**
11. **PERSONAL INFORMATION / PUBLICITY:** 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. 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.

If you submit a video to us, you hereby grant us a non-exclusive, fully paid and royalty-free license to use all submitted videos in their submitted form, subject to re-sizing or re-formatting. Except where prohibited by law, submission of any entry constitutes the Entrant's consent to use of his/her name, likeness, voice, state of residence, biographical and prize information, statements about

the promotion, anything submitted to enter the Contest and/or the Entrant's video for advertising and promotional purposes in any media now known or hereafter devised without review, notification, approval or compensation.

12. **RULES/WINNER'S LIST REQUESTS:** To obtain a copy of these Rules go to <https://www.husqvarna.com/ca-en/chainsawcontest/> For the names of all prize winners, available after the Winner Selection Date, send a self-addressed, stamped envelope to Husqvarna Canada Corporation, 850 Matheson W, Mississauga, ON L5V 0B4, Canada, ATTENTION: 2019 Great Canadian Chainsaw XPert Challenge Contest. Request must be received no later than six months after the end of the Contest Entry Period.
13. **INTELLECTUAL PROPERTY.** All Husqvarna 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.
14. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the 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 Rules shall prevail, govern and control.
15. **GENERAL RULES AND RIGHT TO TERMINATE/MODIFY:** By entering or participating in the Contest, participants agree to be bound by these Rules, the terms and conditions of the Website, and by the decisions of Sponsor, which are final and binding in all respects. All entries become the property of Sponsor and none will be returned or acknowledged. 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 Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. 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. 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 Rules or the terms of use, and/or general rules applicable to the Contest; 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. 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 Rules (or portion thereof), at any time and without notice or obligation, subject to the prior approval of the *Régie des alcools, des courses et des jeux*. 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.
16. **FOR RESIDENTS OF QUÉBEC:** 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 *Régie* only for the purpose of helping the parties reach a settlement.