

DeWalt Tool Giveaway - Rules and Regulations

June 20, 2023

OFFICIAL GIVEAWAY RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. Eligibility:** This campaign is open to anyone ages 18+ currently living in Newfoundland & Labrador. Employees of Markland Engineering, advertising and promotion agencies, and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign.
- 2. Agreement to Rules:** By participating, the contestant agrees to be fully unconditionally bound by these rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Markland Engineering as final and binding as it relates to the content of this campaign.
- 3. Campaign Period:** Entries will be accepted online starting on June 20, 2023 and ending at 11:59pm on July 7, 2023. Winner will be selected by random draw on July 10, 2023 and will be notified within five (5) days of selection.
- 4. To enter the campaign,** entrants must Follow Markland Engineering's LinkedIn Page, and engage (examples: like, comment, repost, etc) with the specified Markland Engineering Giveaway Post on LinkedIn.
- 5. Prizes:** There will be one (1) winner of this campaign. The winner will receive a DeWalt 12A Keyless 4-Position Variable Speed Compact Reciprocating Saw with Carry Bag (Model number: DWE357). Prize has a retail value of approximately \$150. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Markland Engineering. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for Markland Engineering to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected at random by an official representative of Markland Engineering and drawn on July 10, 2023. The Winner will be notified with a LinkedIn message within five (5) days following selection of the winner. Markland Engineering shall have no liability for the winner's failure to receive notices due to spam, junk e-mail, or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.

8. Rights Granted by You: By entering this content, you understand and agree that Markland Engineering and anyone acting in compliance to this content shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Markland Engineering from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Markland Engineering may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Markland Engineering reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Markland Engineering's control. In such a case, Markland Engineering may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Markland Engineering. Markland Engineering reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Markland Engineering has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Markland Engineering reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Markland Engineering and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the

Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF Canada AND Newfoundland and Labrador, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Newfoundland and Labrador having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Markland Engineering website. To read the Privacy Policy, visit <https://marklandgroup.ca/privacy-policy/>

13. Sponsor. Markland Engineering, P.O. Box 165, Sunnyside, Newfoundland and Labrador, Canada.

The Campaign is hosted by Markland Engineering is in no way sponsored, endorsed, administered by, or associated with LinkedIn, Facebook or Instagram.