

# THE RYOBI NATION ULTIMATE DREAM WORKSHOP CONTEST

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**1. Eligibility.** The RYOBI Nation Ultimate Dream Workshop Contest (the “Contest”) is open to legal residents of the United States and the District of Columbia, 18 years of age or older. Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within United States. Void where prohibited. Employees, officers and directors of One World Technologies, Inc. (the “Sponsor”) and Sponsor’s parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies and their immediate families (or members of the same household, whether related or not) are not eligible to enter. Bloggers that have previously worked with Sponsor over the past three (3) years are also not eligible to enter. All federal, state and local laws and regulations apply. Is this somewhat redundant? Can we shorten this at all?

**2. Contest Entry Start / End Dates.** Contest entry period starts at 12:00:01 a.m. EST Thursday, February 1 2018 and ends at 11:59:59 p.m. EST on Wednesday, February 28 2018 (the “Entry Period”). Entries must be received during the Entry Period to be eligible for consideration.

**3. How to Enter.** To enter, you must (a) follow the directions of the Contest as outlined on the RYOBI website ([www.ryobitools.com](http://www.ryobitools.com)) (b) share a photo or video of your Ultimate Dream Workshop via Facebook, Twitter, or Instagram as set forth in more detail below, or if you have a Ryobi account, upload your workshop or workspace organization project to RYOBI Nation using the form located at <https://www.ryobitools.com/nation/projects/new> and under “categories” select the “Dream Workshop” tag.

- **To enter via Facebook,** go to the Sponsor’s Facebook page, located at [www.facebook.com/ryobitoolsusa](http://www.facebook.com/ryobitoolsusa). Upload the photo or video of your workshop with the hashtags #RYOBIdreamshop and #contest in the “write something” field and click the “post” button. You must have a Facebook account to enter via this method. If you do not have a Facebook account, you can create one by visiting [www.facebook.com](http://www.facebook.com). Facebook accounts are free.
- **To enter via Twitter,** log onto your Twitter and tweet a photo or video of your workshop with the hashtags #RYOBIdreamshop and #contest and tag Sponsor @ryobipowertools. You must be an active holder of a non-private Twitter account and be a follower of Sponsor’s Twitter account @ryobipowertools to be eligible to enter this Contest via Twitter (i.e., you must make sure your tweets are set to “public” and not “private”). You must have a Twitter account to enter via this method. If you do not

have a Twitter account, you can create one by visiting [www.twitter.com](http://www.twitter.com). Twitter accounts are free.

- **To enter via Instagram,** log onto your Instagram account and post a photo or video of your workshop with the hashtags #RYOBIdreamshop and #contest and tag Sponsor @ryobipowertools. You must make sure your photos are public and be a follower of @ryobipowertools to be eligible to enter this Contest via Twitter.” You must have an Instagram account to enter via this method. If you do not have an Instagram account, you can create one by visiting [www.instagram.com](http://www.instagram.com). Instagram accounts are free.

By entering, each entrant warrants and represents the following with respect to entrant’s contest entry: (a) entrant is the sole and exclusive owner of the entry; (b) the entry will not infringe on any rights of any third parties; and (c) any third parties appearing in the entry have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserve the right to request releases from any third parties appearing in any entries at any time. Failure to produce third party releases upon Sponsor’s request may result in disqualification, as determined by Sponsor in its sole and absolute discretion.

By submitting your entry, you give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such entry in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including, but not limited to, for promotional or marketing purposes.

One entry per person. Entrants are only eligible to enter the Contest one time during the Entry Period, regardless of method of entry.

Upon submission, entries shall become the property of Sponsor and receipt of entries will not be acknowledged or returned. Sponsor reserves the right to use your entry and any comments or images submitted in future marketing campaigns. Entries showing a Ryobi product must feature the product’s use or placement in accordance with all safety standards outlined in the respective operator’s manual. The Sponsor reserves the right to disqualify any entry from the contest in Sponsor’s sole discretion for any reason, including, but not limited to, for (i) not complying with any law or rules, (ii) depicting or mentioning sex, violence, drugs, alcohol, hate speech and/or inappropriate language, (iii) containing material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights; or (iv) if the entry is inconsistent with the image and values of Sponsor or is inconsistent with or does not satisfy the purpose of the Contest (including by depicting unsafe behavior).

**4. Judging Panel/Judging Criteria.** All entries received within the Entry Period will be judged by Sponsor. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest. The criteria used to select the winners will include but not be limited to social media sharing, number of "likes" or "favorites," overall popularity, creativity, demonstrated craftsmanship in the photo or video, and design of workshop etc.

**5. Prize.** Five (5) winners will receive a customized prize package of RYOBI power tools selected by Sponsor - with an approximate retail value of \$500. Winners are not entitled to exchange, transfer the prize or obtain a cash substitute. Prize includes shipping and handling. All applicable taxes, including all federal, state, local and other taxes are the sole responsibility of the winner.

**6. Notification.** The five (5) potential winners will be selected and notified on or about March 5, 2018 by social media message or email. The potential winners may be required to provide full name and street address, as well as sign and return, where legal, an affidavit of eligibility, a release and a Publicity Release, and/or rights transfer document within five (5) days of receipt. Additionally, potential winner may be required to obtain releases from any and all third parties appearing in their respective entries. If any potential winner cannot be contacted within three (3) days of first notification attempt, by phone or email, if any potential winner rejects his/her prize, or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Limit one prize per person or household. Sponsor reserves the right to cancel, terminate, modify or suspend the Contest at any time in its sole discretion.

**7. Conditions.** By entering the Contest, entrants agree to be bound by these Contest rules and by the decisions of the Sponsor and judges, which are final as to all Contest related matters. In addition, by participating in this Contest and accepting any prize that may be won, entrants agree to release and hold harmless the Sponsor, its respective parents, subsidiaries, affiliated and successor companies, partners, representatives, assigns, advertising and promotion agencies and prize suppliers, and the officers, directors, agents, representatives and employees of each (collectively, the "Released Parties") from any and all actions, claims, liability, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance or use of the prize, including without limitation claims for property damage, personal injury and/or death, and for any claims based on publicity rights, trademark infringement or any other intellectual property related cause of action. Entrants also authorize the Released Parties to use their name, voice, likeness, image, biographical data, any statements made by entrant regarding the Contest and city and state of residence in programming or promotional material or on a winners list (if applicable) without further notice or compensation unless prohibited by law.

**8. Additional Terms.** Sponsor is not responsible for failed, partial or garbled electronic transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Sponsor is not responsible if the Contest cannot take place or any prize cannot be awarded due to interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsor shall not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers,

computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the Instagram, Twitter, or Facebook account, not the name provided in the affidavit of eligibility.

**9. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**10. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of South Carolina.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of South Carolina. The parties agree not to raise the defense of forum non conveniens.

**11. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at <https://www.ryobitools.com/power-tools/content/privacy>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**12. List of Winners.** To obtain name of winners, send a self-addressed, stamped envelope by March 9, 2018, to: RYOBI Power Tools Dream Workshop Contest c/o One World Technologies, Inc., 1428 Pearman Dairy Road, Anderson, SC 29625.

**13. Sponsor.** One World Technologies, Inc., 1428 Pearman Dairy Road, Anderson, South Carolina 29625.

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