

# UNITED WE BUILD PROJECT CHALLENGE '18

(Formerly the "RYOBI Monthly Power to the People" Contest)

## Official Rules

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

1. How to Enter. To enter the Contest, complete the online entry form (including your name, mailing address, phone number, birth date (including age), email address, description of your project and select a category (each, a "Category") for your project based on its degree of difficulty. An "easy" project should require less than ten (10) hours and a small amount of tools to complete (e.g. a birdhouse or wheel chair ramp). An "intermediate" project should require between ten (10) hours and twenty (20) hours and several different tools and supplies to complete (e.g. remodeling a bathroom or finishing a porch). An "advanced" project should require more than twenty (20) hours, multiple people, several power and hand tools as well as numerous supplies and building materials (e.g. restoring a restaurant or house). You must be a member of Ryobi Nation in order to enter and/or vote in the Contest. To sign up for a free membership, visit Sponsor's registration page located at <https://www.ryobitools.com/nation> and submit the requested information.

All entry information and submissions shall be collectively referred to herein as the "Submissions" or each as a "Submission." Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum voting criteria. All Submissions will be posted on Sponsor's gallery located at [www.ryobitools.com/nation](http://www.ryobitools.com/nation). By entering, you hereby grant Sponsor permission to display your Submission on Sponsor's gallery. Submission must be at least one (1) photograph of a completed project along with a description of the project depicted in the photograph. Multiple photographs are encouraged, but not required. Photographs may not exceed four (4) megabytes (MB) and they must be in JPEG format. Descriptions may not exceed three hundred (300) characters. Entrants ARE NOT required to use Ryobi tools or products as part of their projects.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission

is entrant's own creation and is 100% original; (c) the Submission will not infringe on any rights of any third parties; and (d) any third party whose person or property appears in the

Submission has given entrant appropriate written consent (which shall be provided to Sponsor upon request thereof) for such person or property to be filmed and used as permitted herein.

All entrants must have a valid email address. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Submissions for any reason, including without limitation, for not complying with rules, depicting or mentioning sex, violence, drugs, alcohol and/or inappropriate language.

2. Start/End Dates. Contest begins on January 1, 2018 and ends on December 31, 2018 (the "Contest Period").

3. Eligibility. Participation open only to legal residents of the fifty United States or the District of Columbia who are at least 18 years old as of date of entry. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of One World Technologies, Inc. ("Sponsor") and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and Contest agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the United States or the District of Columbia. All federal, state, and local laws and regulations apply.

4. Voting/Liking Criteria. Each member may vote or like Submissions in each Category at Sponsor's gallery. At the end of each respective month, the votes/likes accrued during the month will be tallied and a potential winner will be selected in each of the three Categories: easy, intermediate, and advanced. The voting/liking window for each month's winners will close at midnight EST on the last day of the respective month. All non-winning Submissions will carry over from month to month, although, prior votes/likes for non-winning Submissions will not carry over from month to month. Submissions should be judged based on the following criteria: appearance, craftsmanship, and originality. Subject to verification and compliance with these Official Rules, the highest scoring Submission in each Category each month will be deemed the potential First Prize winner. At least three (3) potential First

Prize winners will be chosen each month; provided a sufficient number of Submissions have been made. In the event of a tie, the Sponsor in its sole discretion shall choose the potential First Prize winner based on the criteria outlined above.

5. Nation Guru Winner. One potential (1) Grand Prize winner will be selected by Sponsor at the conclusion of the Contest Period. The winner will be selected from all First Prize winners on or about January 15, 2019 based on the entrants overall engagement, activity and impact on the Ryobi Nation community. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Contest.

6. Prizes. One (1) Grand Prize winner will receive a tool package with an approximate retail value ("ARV") of \$2500. Prize(s) is/are non-transferable. Thirty-six (36) First Prize winners will each receive a tool package with an ARV of \$500. ARV of all prizes combined: \$20,500. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses and taxes are the responsibility of winner(s).

7. Notification. Potential winners will be notified by email on or about the fifteenth business day of the respective month following the month in which they are selected, or for the Grand Prize winner on or about January 15, 2019, and will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within seven (7) days of prize notification. Additionally, winners may be required to obtain releases from any and all third parties appearing in their respective Submissions. If any winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian. If any winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

8. Conditions. Sponsor shall not be liable or responsible in the event any winner's Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of these Official Rules constitutes each entrant's permission for Sponsor, its subsidiaries, affiliates, partners, and or parent companies to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for

advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, its partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

9. Additional Terms. Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE**

SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. *Limitation of Liability; Disclaimer of Warranties.* IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. 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.

11. *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.

12. *Use of Data.* Sponsor will be collecting personal data about entrants online, in accordance with these Official Rules and its privacy policy. Please review the Sponsor's privacy policy at [http://www.ryobitools.com/privacy\\_policy](http://www.ryobitools.com/privacy_policy). If there is a contradiction in terms the terms of these Official Rules shall control. 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.

13. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by December 31, 2018, to: One World Technologies, Inc., Attn: RYOBI Monthly Project Contest, CPT Marketing, 1428 Pearman Dairy Road, Anderson, SC 29625.

14. Sponsor. One World Technologies, Inc., 1428 Pearman Dairy Road, Anderson, SC 29625.