

## RULES & REGULATIONS

**1. Eligibility:** The "PICK UP OUR TOOLING SOLUTIONS" Sweepstakes (the "Sweepstakes") is open only to legal residents of Canada and the United States who have reached the age of majority in the province, state or territory where they reside at the time of entry. Employees, representatives, agents, officers and directors (and immediate family members and members of the same household of such persons, including common law spouses and persons with whom such persons are domiciled) of Walter Surface Technologies Inc., and their respective affiliates (including, without limitation, their respective parent, sister and subsidiary companies), advertising or promotional agencies and suppliers of materials or services related to the Sweepstakes are not eligible to enter the Sweepstakes. The Sweepstakes is subject to all applicable federal, provincial, municipal, territorial, and local laws and regulations and is void where prohibited by law. Valid driver's license required.

**2. Sponsor:** Walter Surface Technologies Inc., 5977 Trans-Canada Highway, Pointe-Claire, Québec, H9R 1C1, Canada.

**3. Agreement to Official Rules:** Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Sweepstakes begins on April 1<sup>st</sup>, 2024, at 12:01 a.m. Eastern Time ("ET"), and ends on November 30<sup>th</sup>, 2024, at 11:59 p.m. ET (the "Sweepstakes Period"). [Http://www.time.gov/](http://www.time.gov/) is the official timekeeping reference for the Sweepstakes.

**5. How to Enter:** During the Sweepstakes Period, visit <https://onlythebest.walter.com/pickupourtools> and follow the links and instructions to upload your promo code. Then, complete and submit the registration form, including a valid email address and Postal/ZIP code. By uploading your Submission, you agree that your Submission conforms to the Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Sweepstakes if it believes that your Submission fails to conform to the Guidelines and Restrictions. Promo codes can be obtained from specially marked packages of WALTER, DRILLCO and TRIUMPH 29-piece drill sets and CARBIDE BURR SETS (01V990, 01V996, 70S004DC, 70S010NF, 70S011DC, 350N29, 350NW29, 400N29, 400NW29, 410N29, 410NW29, 01E118, 01E178, 01E618, 01E678, 099855, 099856).

**NO PURCHASE NECESSARY:** No purchase necessary to enter or win. It is possible to obtain one (1) valid code without purchase by sending a picture of an original 500 words handwritten text on the topic of “why WALTER, DRILLCO and TRIUMPH tooling solutions” to this address: [redemption@walter.com](mailto:redemption@walter.com). The text cannot be generated by any tool or site (such as, but not exclusive to CHAT GPT). There is a limit of one (1) code per person by submitting handwritten text.

#### **Handwritten Text Photo Guidelines**

- The Submission must be in .jpg or .png format; and
- The Submission must not exceed 20 MB in size.

#### **Content Restrictions**

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the Sweepstakes;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Sweepstakes;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any place where Submission is created.

**6. Limit:** Each promo code from specially marked packaging gives entrant one (1) chance to win, while quantities last. There can only be one entry per valid unique code as well as only one prize per unique valid code. **There is no limit to the number of times a person may enter.** Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals who appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

**7. Winner Determination:** Winners will be determined by random draw. A random draw will be executed by Sponsor for all prizes offered during the Sweepstakes period including the grand prize, in Montreal, Quebec, from all eligible entries received on or before the Sweepstakes closing date. The odds of winning a prize will depend upon the total number of eligible entries received on or before the applicable Sweepstakes closing date. A selected entrant who has not successfully filled all the mandatory fields will be deemed to have forfeited the prize and Sponsor shall be entitled to select a new name from the qualified entrants. Prize winners will be emailed or phoned and may be required to complete and return a release form in order to redeem their prize. Return of email notification as undeliverable after 3 attempts or return of mailed prize as undeliverable will result in forfeit of prize.

**8. Winner Requirements:** Potential winners will be notified by email and/or phone on or around 1 week after the applicable Sweepstakes closing date. Except where prohibited, the potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information, within the required time period (1 week), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a new randomly selected winner, at Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, province, likeness, photo, Submission and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity.

Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

Winners may be asked to submit a or many photo(s) and/or video(s) of them with their prize. This or these a photo(s) and/or video(s) must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; must not contain brand names or trademarks other than those owned by Sponsor; must not display unsafe use or application of the prize; must not contain images or artwork not created by entrant; must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; and must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age. Providing this or these photo(s) and/or video(s) signifies each winner's agreement and consent that Sponsor and its designees may edit or modify said photo(s) and/or video(s) and use the winner's name, city, province/State, likeness, photo(s), video(s), Submission and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to photo(s)

and/or video(s) and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the photo(s) and/or video(s) for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use this or these photo(s) and/or video(s) and that Sponsor in its sole discretion shall have the right to refrain from using this or these elements. When providing this or these photo(s) and/or video(s), winners agree to release and hold harmless the Sponsor and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, violation of privacy or copyrights infringements, arising out of the provision of this or these photo(s) and/or video(s).

#### **9. Prizes:**

**a.** ONE (1) GRAND PRIZE: A 24 MONTH LEASE OF A 2024 FORD F-150 TREMOR EDITION in the United States or Canada as the case may be. Approximate Retail Value: 25,000 USD / 35,000 CAD. Sponsor will determine all features of vehicle including but not limited to color, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Lease agreement will be made in Winner's name. All mileage overages, wear and tear expenses, contract termination and other fees will be paid for by the winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, vehicle insurance and other fees associated with prize. Winner must take delivery of prize from the dealership designated by Sponsor. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all personal taxes and fees, if any, associated with prize receipt and/or use. Winning code will be randomly selected amongst valid entries on Dec 9<sup>th</sup>, 2024. Limit: One (1) prize per valid code. Correct answer to skill-testing question is required.

**b.** Sixteen (16) IN-SWEEPSTAKES PRIZES or SECONDARY PRIZES. Approximate Retail Value: 250 USD / 325 CAD each. Sponsor will determine all IN-SWEEPSTAKES PRIZES or SECONDARY PRIZES, which will be primarily but not limited to: 4.5" ANGLE GRINDERS, 5" ANGLE GRINDERS, abrasive wheels, ARCONI HELMETS, or additional prize packs. Prizes will be mailed to winners and are non-transferable. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all personal taxes and fees, if any, associated with prize receipt and/or use. Winning codes for secondary prizes will be randomly selected amongst all received valid entries on the following dates within the year 2024: 4/26, 5/10, 5/24, 6/7, 6/21, 7/5, 7/19, 8/2, 8/16, 8/30, 9/13, 9/27, 10/11, 10/25, 11/8, 11/22. Limit: One (1) prize per valid code. Correct answer to skill-testing question is required.

## Secondary Prize Schedule & Description

	CLOSE DATE	PRIZE DESCRIPTION
Secondary prize #1	April 26	30A163 MINI PS ANGLE GRINDER & 30G001 GRINDER GRIP
Secondary prize #2	May 10	BFFVX-1500 VISION BFFVX WELDING HELMET
Secondary prize #3	May 24	CERAMIC PRIZE PACK 1 STANDARD PACK OF EACH 11X242 ZIP XX CUT-OFF WHEELS, 06A452 ENDURO-FLEX TURBO FLAP DISCS, 08X450 XCAVATOR XX GRINDING WHEELS, 15A473 XTRACUT QC SANDING DISCS AND 15D144 RUBBER BACKING PAD
Secondary prize #4	June 7	30A163 MINI PS ANGLE GRINDER & 30G001 GRINDER GRIP
Secondary prize #5	June 21	BFFVX-1500 VISION BFFVX WELDING HELMET
Secondary prize #6	July 5	CERAMIC PRIZE PACK 1 STANDARD PACK OF EACH 11X242 ZIP XX CUT-OFF WHEELS, 06A452 ENDURO-FLEX TURBO FLAP DISCS, 08X450 XCAVATOR XX GRINDING WHEELS, 15A473 XTRACUT QC SANDING DISCS AND 15D144 RUBBER BACKING PAD
Secondary prize #7	July 19	30A163 MINI PS ANGLE GRINDER & 30G001 GRINDER GRIP
Secondary prize #8	August 2	BFFVX-1500 VISION BFFVX WELDING HELMET
Secondary prize #9	August 16	CERAMIC PRIZE PACK 1 STANDARD PACK OF EACH 11X242 ZIP XX CUT-OFF WHEELS, 06A452 ENDURO-FLEX TURBO FLAP DISCS, 08X450 XCAVATOR XX GRINDING WHEELS, 15A473 XTRACUT QC SANDING DISCS AND 15D144 RUBBER BACKING PAD
Secondary prize #10	August 30	30A163 MINI PS ANGLE GRINDER & 30G001 GRINDER GRIP
Secondary prize #11	Sept. 13	BFFVX-1500 VISION BFFVX WELDING HELMET
Secondary prize #12	Sept. 27	CERAMIC PRIZE PACK 1 STANDARD PACK OF EACH 11X242 ZIP XX CUT-OFF WHEELS, 06A452 ENDURO-FLEX TURBO FLAP DISCS, 08X450 XCAVATOR XX GRINDING WHEELS, 15A473 XTRACUT QC SANDING DISCS AND 15D144 RUBBER BACKING PAD
Secondary prize #13	Oct. 11	30A163 MINI PS ANGLE GRINDER & 30G001 GRINDER GRIP
Secondary prize #14	Oct. 25	BFFVX-1500 VISION BFFVX WELDING HELMET
Secondary prize #15	Nov. 8	CERAMIC PRIZE PACK 1 STANDARD PACK OF EACH 11X242 ZIP XX CUT-OFF WHEELS, 06A452 ENDURO-FLEX TURBO FLAP DISCS, 08X450 XCAVATOR XX GRINDING WHEELS, 15A473 XTRACUT QC SANDING DISCS AND 15D144 RUBBER BACKING PAD

Secondary prize #16	Nov. 22	30A163 MINI PS ANGLE GRINDER & 30G001 GRINDER GRIP
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**10. Release:** By receipt of any prize, winners agree to release and hold harmless the Sponsor and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged or stolen mail; (6) any delays in receiving prize; or (7) 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 Sweepstakes or receipt or use or misuse of any prize (including any travel/usage/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.



**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Court of Quebec (Montreal); (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of Quebec without giving effect to any choice of law or conflict of law rules (whether of the Province of Quebec or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Quebec.

**14. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy at Policy at [https://www.walter.com/en\\_US/privacy-policy](https://www.walter.com/en_US/privacy-policy)

**15. Winner List:** For a winner list (Name & Last Name), please contact [redemption@walter.com](mailto:redemption@walter.com).

**16. Additional Conditions:** In the event of any discrepancy or inconsistency between the terms and conditions of these Sweepstakes rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsors, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Sweepstakes rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Sweepstakes rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.