

“Derby Days Design Contest” Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES LOCATED WITHIN ONE OF THE 50 UNITED STATES, OR THE DISTRICT OF COLUMBIA (EXCLUDING PUERTO RICO). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1) **CONTEST THEME:** Dremel and Lowe’s are offering the chance to win prizes to the best designed cars that were created using Dremel Tools. Each entry will require a photo to be considered, as described in the forthcoming Official Rules. Ten finalists will be chosen by the public during the designated voting period. The winners will be selected by the Dremel Brand, Lowe’s, The Boy Scouts of American and their affiliates. Of the top 10 finalists as chosen by public voting, nine runner-ups and one grand prize winner will be chosen.

- 2) **CONTEST TIMING:** Contest starts at 12:00:00 a.m. CDT on Sunday, January 1, 2012. All entries must be received by 12:00:00 a.m. CDT on Sunday, March 1, 2012

- 3) **HOW TO ENTER:** a) Follow the onscreen instructions at (the “Website”) and complete and submit your online entry form (individually, an “Entry” and collectively, the “Entries”). Include a photo in .jpg format (maximum size 1 MB) of a Pinewood Derby car that was completed by the contestant with the help of a Dremel tool along with a written submission no more than 500 characters describing how the contestant created the project. i) Car shown in photo submitted must have been completed by the contestant. ii) Incomplete entries, entries with unclear or indecipherable images, or entries without online acknowledgement of rules/conditions, will not be judged. iii) Photo entries are not eligible if retouching has been done to enhance or in any way modify the look of the final project submitted. iv) There is no limit as to the number of Entries you may submit as long as the same (or substantially similar) Entry is not uploaded more than once throughout the Entry Period. v. All entries become the property of Sponsor, and none will be returned. Sponsor is not responsible for entries which are lost, incomplete, damaged, illegible, late, or misdirected.

- 4) **ELIGIBILITY:** a) Open only to legal residents of the United States, located within the 50 United States and the District of Columbia (excluding residents of Puerto Rico). b) Employees of Sponsor and its affiliates, officers, directors, agents, parents, subsidiaries, franchisees, advertising or promotion agencies, affiliated entities, immediate families or household members of such persons are not eligible to enter or win this Contest. c) The project submitted must have been completed by the entrant.

- 5) **CONDITIONS OF ENTRY:** a) Entrants need not be present to win. Limit one (1) prize per household. Sponsor will notify winner by either telephone number or e-mail address provided on his or her official Entry. By entering, entrants give their express permission to be contacted by Sponsor by email. Winner must respond to notification within five (5) days of the date of notification either via email or by calling the phone number provided upon prize notification or the prize will be forfeited and an alternate winner will be selected. b) By entering this Contest, entrants: (i) agree to be bound by the decisions of Sponsor which are final and binding in all matters related to the Contest, (ii) grant Sponsor and its designees the right, unless prohibited by law, to use their names, cities and states of residence, voices, pictures, biographical information and likenesses, without compensation, notification or permission, for the purpose of advertising and publicity in any and all manner or media, now or hereafter known, throughout the world in perpetuity, and (iii) represent and warrant that they are not participating in the Contest in the capacity of a reporter and further represent and warrant that they will not write, blog about, publish or cause to be published any article or book about their participation therein. c) In order to claim the prize, Winner: (i) must meet all eligibility requirements, (ii) may be required to produce

proof of identity, address, and birth date, and (iii) must execute and return certain winner documents (as applicable), including an affidavit of eligibility and liability release, tax acknowledgment form, and, except where prohibited by law, use of name and likeness releases. Such documents must be completed in full and returned within five (5) days of issuance either via facsimile or US registered mail. Failure to do so or if: (i) any prize or prize notification is returned as undeliverable, (ii) Winner declines his or her prize, or (iii) a potential Winner is determined to be ineligible for any reason, will result in disqualification of such Winner and an alternate winner may be selected by random drawing at the Sponsor's sole discretion. Sponsor will use reasonable efforts to pick an alternate winner but in the event an alternate winner cannot be determined, the prize will not be awarded. d) By submitting an Entry you warrant and represent that: (a) it is your original work, (b) it has not been previously published, (c) it has not received previous awards, (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) you have obtained permission from each and every person who appears in the Entry (including parental/legal guardian permission for a minor) or whose name or likeness is used in the Entry, if any, and (f) publication of the Entry via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will defend, indemnify and hold harmless, Sponsor and Promotion Parties from any claims to the contrary. Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of a prize and/or naming of entrant as a Finalist and/or Winner. Any Entry that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication is ineligible.

6) WINNER SELECTION: a) After the submission period, the public will vote for 10 finalists. b) The ten submissions with the most votes are to be considered the 10 finalists c) Each finalist will be judged by a panel of judges from the Dremel Brand and Lowe's according to the quality of the completed project shown in the submitted photo. d) Grand Champion will be selected between March 1 and March 10, 2011. The decision of the judges is final. e) The final winners will be notified via e-mail and will be posted on DremelDerby.com.

7) PRIZES: One (1) grand prize of car photo representation in Lowe's stores in 2013, reigning champ spot on DremelDerby.com, Dremel 8200 tool, Dremel 160 piece accessory kit and flex shaft. Nine (9) runner-up prizes of Dremel 8200 tool and the Dremel Flex Shaft to nine winners. Odds of winning depend on the number of eligible Entries received. All taxes or expenses, including without limitation, all federal, state and local taxes incurred by acceptance and any other costs incurred in claiming or using the prize, other than initial delivery charges, are the sole responsibility of the Winner. No prize substitutions or cash equivalent of prize is permitted except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Prize is non-transferable. All prize details are at Sponsor's sole discretion.

8) GENERAL TERMS: No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash portions of the prize may not be redeemed for cash value (unless at the sole discretion of Sponsor). Void wherever prohibited or restricted by law. Prize winners will be solely responsible for all applicable federal, state and local taxes on prize. If applicable, winner may receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Prize is awarded "as is" with no warranty or guarantee express or implied by Sponsor. Sponsor disclaims all and any liability for the actual provision, quality or nature of any third-party product or service accepted by the winner. The awarding of any prize is contingent upon full compliance with these Official Rules. Any portion of a prize not accepted by winner will be forfeited. Each winner's first initial, last name, hometown and state will be disclosed on Winner's List which will be distributed upon request and as required by law. No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the judges. By

submitting a Photo, Entrant acknowledges that his/her Photo may be posted on Sponsors Websites, in Sponsors discretion. Sponsor reserves the right to, screen photos prior to posting them to the company Websites and social media pages.

9) **WINNER NOTIFICATION:** Potential winners will be notified by phone or email at the phone number or email address provided at the time of entry. If winner notification is returned as undeliverable without a forwarding address or if winner is found to be ineligible or otherwise not in compliance with these Official Rules, the prize will be forfeited. Winners will be required to sign and return an Affidavit of Eligibility/Liability and Travel Release (if applicable) with (where lawful) a Publicity Release within fourteen (14) days of attempted winner notification as indicated by the date on the Affidavit. Failure to return any required documents within fourteen (14) days may result in prize forfeiture. Allow 8-12 weeks for shipment of prize following completion of notification process. Prizes will only be delivered to addresses within the United States. Prizes cannot be delivered to Post Office Boxes.

10) **RELEASES:** All entrants, as a condition of entry into the Contest, agree to release Sponsor and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses of any kind to persons including death or property which may be sustained directly or indirectly with the receipt, ownership, use or misuse of any prize awarded or Entry, or while preparing for, participating in or traveling to or from any prize-related activity or for any typographical or other error in these Official Rules, errors or omissions in the photo upload/transmission or the announcement of offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. In consideration for the right for your Entry to be reviewed in the Contest and the possibility of winning a prize as outlined herein, except where prohibited by law, Finalists/Winners grant permission for Sponsor (and agree to confirm such agreement in writing) and those acting pursuant to Sponsor's authority to use his/her name, photograph, biographical information and/or likeness, and Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) for advertising, trade and promotional purposes without further compensation, in perpetuity, in all media now known or hereafter discovered worldwide and on the Internet and/or World Wide Web without notice or review or approval.

11) **LIMITATIONS OF LIABILITY:** Sponsor and Promotion Parties assume no responsibility for (a) lost, illegible, late, misdirected, or incomplete, entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Websites, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information (b) any incorrect or inaccurate information, whether caused by websites users, or by any equipment or programming associated with or utilized in this Contest; any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the websites. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry, judging or voting process or operation of Contest or websites, to be acting in violation of the terms of the websites. Sponsor and Promotion Parties are not responsible for injury or damage to participant's or any other person's computer related to or resulting from participating in this Contest or downloading or copying materials from or use of Websites. If, for any reason, Contest, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Contest, and determine winners from entries

received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute, authorized owner of the e-mail account used to enter at actual time of entry will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be natural person who is assigned an e-mail address by an ISP or other organization that is responsible for assigning e-mail addresses. It is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail address during the Overall Contest Entry Period. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

12) **DISPUTE RESOLUTION:** Except where prohibited, by participating, you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor, shall be governed by and construed exclusively in accordance with the laws of Illinois without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim 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.

13) **WINNERS LIST:** For the winners list, send a self-addressed, stamped envelope by April 1, 2012 to: Derby Days Design Contest, Bosch Power Tools Corp., Attn: Allison Murphy, 1800 W. Central Rd., Mount Prospect, IL 60056

14) **SPONSOR:** Robert Bosch Tool Corporation, 1800 W. Central Road, Mt. Prospect, IL 60056. Sponsor reserves the right to make unilateral changes to the Official Rules of the "Derby Days Design" contest.