

## **WORK SMART...AND GET IT DONE CONTEST RULES AND REGULATIONS**

This Work Smart...And Get It Done Contest (the "Contest") is sponsored by Black & Decker (U.S.) Inc. ("B&D"). The Contest commences on June 1, 2009 and concludes on July 4, 2009.

**1. NO PURCHASE NECESSARY TO ENTER OR WIN.**

**2. ENTRY.** Entries for the Contest will be accepted during the period beginning on June 1, 2009 and ending on June 18, 2009 (the "Entry Period"). To enter, members of the Black & Decker website must complete the online entry form (the "Entry Form"), available at [www.blackanddecker.com/WorkSmartContest](http://www.blackanddecker.com/WorkSmartContest) (the "Website"). As part of the Entry Form, each participant must answer the following questions (50-150 words per answer) concerning a currently incomplete or unfinished construction, home repair, lawn care, or woodworking project that was undertaken by the participant prior to June 1, 2009 (the "Project"): (1) Please describe your project and tell us how long this project has been in progress; (2) Please describe the impact the incompleteness of the project had on your living situation; and (3) How do you envision the project to look when it is completed? (collectively, the "Questions"). Participants must also submit one (1) picture of the Project. All entry materials must be submitted to the Website during the Entry Period. Limit one (1) entry per person. All entry materials (including all images) become the property of B&D and will not be returned and may not be acknowledged.

**3. THE CONTEST.** Provided there are a sufficient number of meritorious entries, the Judging Panel (hereinafter defined) shall select a total of ten (10) entries that best satisfy the judging criteria from all of the submitted Entry Forms. Each participant who is selected (each, a "Semifinalist" and collectively, "Semifinalists") shall be contacted by a B&D representative, based on the information provided in the Entry Form. The Semifinalists will be announced on the Website and portions of their materials will be posted on the Website on or about June 21, 2009, at which time users of the Website will be able to vote on the Projects by clicking the voting button for their favorite Project. The Semifinalist with the most user votes will be named the "Grand Prize Winner" and the Semifinalist with the second most user votes will be named the "1<sup>st</sup> Runner Up" (collectively, the "Winners"). The voting will take place during the time period commencing at 9:00 A.M. EST on June 21, 2009, and ending at 5:00 P.M. EST on July 2, 2009 (the "Consumer Voting Period"). Each user will be entitled to vote one (1) time per day during the Consumer Voting Period. The number of votes each Semifinalist receives will be tallied to determine the Winners. The Winners will be announced on the Website on or about July 4, 2009.

**4. JUDGING.** Provided there are a sufficient number of meritorious entries, a panel of judges (the "Judging Panel") shall select ten (10) Semifinalists from all of the qualified entries. The Judging Panel will consist of eight (8) B&D representatives. The Judging Panel shall base its entry selections on the Entry Forms, which shall be judged as follows: (a) 50% Difficulty of Project, (b) 25% Creativity of Project, and (c) 25% Completeness of Response to the Questions.

**5. PRIZES.** The Grand Prize Winner shall receive a Smart Select® Tool Set, which has an approximate retail value of \$249.96 and an Outdoor Tool Package, which has an approximate retail value of \$589.95. The 1<sup>st</sup> Runner Up shall have the option to choose either the Smart Select® Tool Set or the Outdoor Tool Package. The Smart Select® Tool Set consists of one (1) 12V Smart Select® Cordless Drill (BD12PSK), which has an approximate retail value of \$89.99; one (1) Smart Select® Jigsaw (JS680V), which has an approximate retail value of \$59.99; one (1) Smart Select® Multi Sander (MS2000), which has an approximate retail value of \$59.99; and one (1) Smart Select® Screwdriver (Li4000), which has an approximate retail value of \$39.99. The

Outdoor Tool Package consists of one (1) 18V Lawncare Center with Charging and Storage Station (CCC3000), which has an approximate retail value of \$239.99; one (1) 18V Cordless Alligator® Lopper (NLP1800), which has an approximate retail value of \$99.99; one (1) 18V Rechargeable Garden Cultivator (GC818), which has an approximate retail value of \$99.99; one (1) 18V Cordless Chainsaw (CCS818), which has an approximate retail value of \$99.99; and one (1) 7.2V Cordless Shear/Shrubber (SSC1000), which has an approximate retail value of \$49.99. The total maximum approximate retail value of all the prizes available in the Contest is \$1,429.86. In addition to being announced on the Website, the Winners may be contacted by phone, email, or mail based on the information provided in the Entry Form. The Winners should allow thirty (30) days from acceptance for delivery of any prize. B&D reserves the right to substitute any prize for a prize of equal or greater value. **All prizes are non-transferable and are not redeemable for cash. Each participant will be responsible for all applicable federal, state, and local taxes related to any prize.** The failure to accept any prize within thirty (30) days after notification shall result in a forfeiture of any prize awarded hereunder.

**6. ELIGIBILITY.** The Contest is open to members of the Black & Decker website of the U.S. residing in the 48 contiguous states, Alaska, Hawaii, and the District of Columbia, 18 years or older. Individuals who were or are employees of B&D, its affiliates, manufacturers, sales representatives, subsidiaries or parent companies, advertising/sales promotion agencies, judging organization since January 1, 2009, and the immediate families of each are not eligible. Void where prohibited. Any attempt to use multiple email addresses or accounts to multiply user votes or any attempt to use an automated system or agent to submit user votes is prohibited. Prohibited votes will not be counted toward a Semifinalist's vote tally and any Semifinalist involved in any prohibited action may be disqualified from the Contest. In the event of a dispute as to registration, the authorized account holder of the email address used to register will be deemed to be the participant.

**7. TERMS/CONDITIONS.** All federal, state, and local laws and regulations apply. Void where prohibited. **Each participant must own or have the necessary licenses, rights, consents and permissions to use and authorize B&D to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all entry materials, including all images. B&D shall retain all ownership rights to the entry materials. The image should only consist of the Project and must not include non-participating individuals, non-B&D products or any non-B&D trademarks or copyrights.** B&D is not responsible for any expenses incurred by participants in connection with participating in the Contest or claiming any prize. By submitting an Entry Form, each participant agrees to be bound by these Rules and Regulations. Any decisions related to the Contest, the Contest Rules and Regulations, the operation of the Contest, and the qualifications and eligibility of any participant are at the sole discretion of B&D and are final. Each participant agrees to release and hold B&D and its employees, officers, directors, shareholders, agents, representatives, and its subsidiaries, parent companies or other affiliated companies harmless from any and all damages, losses, claims, and/or liabilities arising out of his or her participation in the Contest or resulting from the acceptance, claim, or use of any prize. B&D reserves the right to verify each entry and Project submission and whether each participant is qualified and entitled to receive a prize. Any entry or Project submission will be disqualified if it is illegible, forged, falsified, altered, or improperly tampered with in any way. The Winners will be required to complete an Affidavit of Eligibility and Liability/Publicity Release or their prizes will be forfeited (except where prohibited by law). Acceptance of a prize constitutes permission (except where prohibited by law) to use the Winners' name, likeness, biographical information, photographs, and any statements or remarks made about winning a prize or participating in the Contest for advertising and promotional purposes without additional compensation. B&D reserves the right, in its sole

discretion, to change or modify these Rules and Regulations or terminate the Contest in part or in its entirety.

B&D shall not be responsible for any (i) lost, late, damaged, misdirected, illegible entries or Project submissions; (ii) technical malfunctions, interruptions, deletions, or defects of any kind or to any telephone network, computer system, computer equipment, servers, service providers, or software; (iii) theft, tampering, destruction, or unauthorized access to or alteration of any entries or Project submissions; or (iv) unsuccessful attempts to notify the Semifinalists or the Winners.

Any attempt to deliberately damage the Website or to undermine the legitimate operation of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, B&D reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

**8. WINNERS AND RULES AND REGULATIONS.** To obtain a copy of these Rules and Regulations or the names of the Winners, visit the Website or send a self-addressed, stamped envelope by July 24, 2009 to: Work Smart...And Get It Done Contest, 701 East Joppa Road, Towson, Maryland 21286, TW230. Please specify whether you want a copy of the Rules and Regulations or the names of the Winners.