

Nelson Lumber 75th Anniversary Spring Tool Giveaway Terms and Conditions

1. **Eligibility:** This giveaway is open only to legal residents of Alberta who are 18 years of age or older as of the date of entry. Employees of Nelson Lumber, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the giveaway.
2. **Agreement to Rules:** By participating, the Contestant ("You") agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of Nelson Lumber as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted online starting on 01 May 2024 and ending 31 May 2024. All online entries must be received by 31 May 2024 at 11:59 PM MST.
4. **How to Enter:** The giveaway must be entered by submitting an entry using the online form provided at go.nlc.ca/nlc75giveaway. The entry must fulfill all giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Nelson Lumber. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Nelson Lumber.
5. **Prizes:** The Winner(s) of the giveaway (the "Winner") will receive Tool Package Includes:
 - Two (2) Weiser Premis Smartlock
 - One (1) Bosch GLL3-300 Laser Level
 - One (1) Porter Cable Belt Sander (325VS)
 - One (1) Milwaukee M18 Fuel 1/2" Drill Driver Kit
 - One (1) Hitachi 4-Gallons Portable Air Compressor
 - One (1) DeWalt Gyroscopic Screwdriver Kit

Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by Nelson Lumber. No cash or other prize substitution shall be permitted except at Nelson Lumber's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Nelson Lumber to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winner will be selected by a random drawing under the supervision of Nelson Lumber. Winner will be notified by email or via social media post within five (5) days following selection of Winner. Nelson Lumber shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within fifteen (15) from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.
8. **Account Standing:** To be eligible to win the prize, participants must ensure their accounts are in good standing with Nelson Lumber at the time of the drawing. An account in good standing refers to an account that is not delinquent, does not have any outstanding payment dues, and is not in violation of any terms of service or rules established by Nelson Lumber. Nelson Lumber reserves the right to verify the status of any participant's account before declaring a winner.
9. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Nelson Lumber, anyone acting on behalf of Nelson Lumber, and Nelson Lumber's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.
10. **Terms & Conditions:** Nelson Lumber reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Nelson Lumber's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Nelson Lumber may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Nelson

Lumber. Nelson Lumber reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions.

11. **Limitation of Liability:** By entering, You agree to release and hold harmless Nelson Lumber and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
12. **Disputes:** THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE PROVINCE OF ALBERTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Alberta having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.
13. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Nelson Lumber website. To read the Privacy Policy, <https://www.nlc.ca/terms-conditions>
14. **Sponsor:** The Sponsor of the Campaign is Nelson Lumber Company, 12727 St. Albert Trail Edmonton, Alberta T5L 4H5.
15. **The Campaign hosted by Nelson Lumber is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google.** You understand that you are providing your information to the owner of this Campaign and not to Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google.