

3-THRU-3 CHALLENGE

COMPETITION RULES

These are the terms and conditions (“Rules”) that apply to the 3-THRU-3 2022 Challenge competition (“Competition”). By entering the Competition, each entrant agrees to these Rules and confirms they have read and understood the Stanley Black & Decker Privacy Notice at stanleyblackanddecker.com/privacy-policy/global-privacy-policy. Please also see the limitations of liability in the “Liability” section below.

1. **Promoter:** Stanley Black & Decker UK Limited a company incorporated and registered in England and Wales with registered company number 07059991 and registered office address at 270 Bath Road, Slough, Berkshire, SL1 4DX (“Promoter”).
2. **Entry period:** The Competition opens for entry on 31 March, 2022 and closes on 4 November 2022 (“Entry Period”). During the Entry Period, the Promoter will hold a number of qualifying events where eligible entrants will compete in the initial qualifying stage of the Competition (“Qualifying Events”). Qualifying Events will be held in England, Scotland, Wales and the Republic of Ireland. There will be a minimum of 75 Qualifying Events during the Entry Period. The current list of Qualifying Events can be found at www.dewalt.co.uk/powerstack/3thru3 and www.dewalt.ie/powerstack/3thru3. The list will be updated as and when additional Qualifying Events are confirmed during the Entry Period.
3. **Eligibility:** To participate in the Competition, entrants must enter in their own individual capacity and be: (i) at least 18 years of age at the time of entry; (ii) a legal resident of Great Britain (England, Scotland and Wales only) or the Republic of Ireland; and (iii) have the expertise and experience to safely handle and operate all relevant Competition equipment and materials, which includes the DCD805 Combi Drill with DT90243-QZ Drill Bit (“Drill”), the DCF850 Impact Driver with DT7998T-QZ Screwdriver Bit (“Impact Driver”) and the DCBP034-XJ Compact POWERSTACK™ Battery (together, the “Challenge Tools”). The Promoter reserves the right at any time to require proof of eligibility in such form as the Promoter reasonably considers necessary.

Even if they meet the above criteria, the following persons are not eligible to enter the Competition: (i) any employee or other personnel of the Promoter, any of its associated companies or any host of a Qualifying Event(s); (ii) members of the immediate family and/or household (whether related or not) of any of those individuals; and (iii) anyone else professionally involved or associated with the operation or administration of the Competition.

By entering the Competition, the entrant confirms that:

- a. he or she has not done anything or made any public statement (oral or in writing) that could reasonably be regarded as derogatory or disparaging of the Promoter or its products or services; and
 - b. he or she knows of no information, facts or circumstances related in any way to the entrant that could reasonably be considered damaging or embarrassing to the Promoter by virtue of the association between Promoter and the entrant arising from entry into the Competition.
4. **How to participate:** There are two stages in this Competition. The first stage is a qualifying stage, during which eligible entrants will compete at the various Qualifying Events for a place as one of the 32 finalists in the Competition (“Qualifying Stage”). The second stage is the final

stage, which will involve the 32 finalists competing in a knock-out tournament for a chance to win one of the three available prizes (“**Final Event**”).

Participation in the Qualifying Stage

- a. To participate in the Qualifying Stage, eligible entrants must attend one of the Qualifying Events held during the Entry Period.
- b. Entrants may participate in any one or more Qualifying Events, but entrants may only participate once at each Qualifying Event and only the entrant’s current fastest time will qualify, regardless of how many Qualifying Events the entrant participates in. No practice attempts are permitted.
- c. Prior to competing at the Qualifying Event, entrants will be required to complete and sign a waiver and release form confirming that the entrant: (i) is eligible to participate in the Competition; (ii) is not under the influence of alcohol or drugs; (iii) has the necessary experience and expertise to operate the Challenge Tools and otherwise participate in the Competition; (iv) will at all times operate the Challenge Tools and otherwise behave in a safe and prudent manner for their own safety and the safety of others; (v) acknowledges and understands that the Competition may involve strenuous physical activity and that there is a risk of personal injury and/or property damage; (vi) agrees to the limitations and releases of liability in the “Liability” section below; (vii) grants the publicity rights set out in the “Publicity” section below; and (viii) agrees to these Rules. A new entry form will be required for each Qualifying Event attended by the entrant.
- d. The entrant will then have an opportunity to participate in the Competition challenge described below (“**Challenge**”).

The Challenge

- e. The object of the Challenge is for each entrant to safely complete a series of steps in the fastest time. Entrants must use the Challenge Tools to safely drill three holes into the board provided and then drive three screws flush into a second board provided. For the purpose of the Challenge, “flush” means that the top of the head of the screw is level with or below the surface of the board.
- f. Entrants must use the protective equipment and clothing provided by the Promoter and must remain in the Challenge area throughout their attempt. Entrants must use the Challenge Tools in the mode and speed pre-set by the Promoter.
- g. The Challenge must be completed strictly in accordance with the steps set out below (“**Qualifying Criteria**”) to be considered a qualifying entry (“**Qualifying Entry**”):
 - (i) entrant must move safely to the rig as directed by the Promoter’s representatives;
 - (ii) with the same hand the entrant will use to operate the relevant Challenge Tool (“**driver hand**”) - start the timer;
 - (iii) with the driver hand - remove the Drill from its holder;
 - (iv) with the driver hand - use the Drill to drill three holes into the board mounted on the rig, so that each drilled hole corresponds with the template provided (the drilled hole must cover the majority of the coloured area provided);
 - (v) take off the POWERSTACK™ battery and put the Drill back into its holder;
 - (vi) pass the POWERSTACK™ battery through the hole in the rig, to yourself as you walk around the front of the rig to the other side of the rig;
 - (vii) with the driver hand - remove the Impact Driver from its holder;
 - (viii) attach the POWERSTACK™ battery to the Impact Driver;
 - (ix) with either hand -take the three screws, individually or collectively, from the rig (entrants must not touch any of the screws prior to this step);

- (x) with the driver hand - using the Impact Driver, drive each of the three screws into the coloured dots marked on the board provided, so that each screw is flush with the board;
- (xi) with the driver hand - put the Impact Driver back into its holder; and
- (xii) with the driver hand - stop the timer.

Selection of Finalists

- h. Once the entrant has completed the Challenge, their attempt will be assessed against the Qualifying Criteria and then either classified as a Qualifying Entry or disqualified. The decision of the Promoter's representatives at the Qualifying Event will be final.
- i. The fastest 50 Qualifying Entries from time to time will appear on a Competition leaderboard, which will be available online at 3thru3.dewalt.co.uk during the Entry Period. The Qualifying Entry with the fastest time will appear at the top of the leaderboard, followed by the next fastest, and so on. The leaderboard will be updated after each Qualifying Event. The leaderboard will feature the first and last names of each of the fastest 50 entrants together with the date and location of the Qualifying Event that they attended and the time that they achieved.
- j. Upon completion of all Qualifying Events, the leaderboard will be updated and those entrants finishing in the top 32 positions on the leaderboard ("**Finalists**") will qualify to compete at the Final Event.
- k. In the event of a tie affecting the top 32 positions, all entrants who are tied in the top 32 positions will be eligible to attend the Final Event. For example, if three entrants are tied in 32nd position, all three entrants will be eligible to attend the Final Event, giving a total of 34 Finalists. If four entrants are tied in 30th position, then all four will be eligible to attend the Final Event, giving a total of 33 Finalists.

Participation in the Final Event

- l. Finalists will be invited to attend the Final Event, which will be held at a venue in South East England on the 7th, 8th or 9th of December 2022. Finalists are responsible for their own travel to and from the Final Event and for all associated costs.
- m. Finalists will be notified using the contact details provided at the time of their initial participation within two days of the end of the Entry Period. The date and venue of the Final Event will be notified to the Finalists at this time.
- n. At the Final Event, the Finalists will each have three opportunities to complete the Challenge. The fastest 16 Finalists will then compete in a head-to-head knock-out tournament over the following stages: round of 16, quarter-finals, semi-finals and final. In each stage, entrants will be paired against each other in a best-of-three format. Pairings will be selected at random each time.
- o. In each knock-out stage, the entrants in each pairing must complete the Challenge over the course of three rounds. The winner of each pairing will be the entrant who wins two of the three rounds. If there is a tie in any of the three rounds, the round will be replayed until there is a clear winner.
- p. The winner of each pairing will progress to the next stage. The knock-out stages will continue until there are just two entrants remaining. The final two remaining entrants will compete in the final stage to determine the overall winner.
- q. If any of the 32 Finalists do not attend the Final Event for any reason, so that there is an odd number of entrants in attendance, the entrant in attendance who achieved the fastest time in the Qualifying Stage will automatically progress to the next stage.

Selection of winners

- r. The overall winner of the Final Event will be awarded the First Prize (described below).
- s. The runner-up in the Final Event will be awarded the Second Prize (described below).

- t. The Third Prize (described below) will be awarded to one of the two entrants who lost at the semi-final stage. The times achieved by the two entrants over the course of their respective semi-finals will be compared and the entrant who achieved the fastest time over the course of their semi-final will win the Third Prize.

Unforeseen events

- u. If something beyond the control of the Promoter occurs, which in the Promoter's sole and absolute discretion makes it unsafe, impossible or unfair for entrants to continue, the Promoter shall be entitled to discontinue and stop the relevant event and may, but is not obligated to, continue it at another time or day. Entrants will not have the opportunity to practice or retry; except that the Promoter, in its sole and absolute discretion, may allow an entrant to retake their turn in the event of a power, mechanical or other failure affecting a Challenge Tool, timer or rig, where that failure was beyond the control of the entrant (including in the case of motor burn out or failure to operate).
 - v. The Promoter will not be responsible for any power, mechanical or other failures affecting the venue hosting the event or if any participant does not use a Challenge Tool in the correct speed or mode. However, if there is a malfunction of a Challenge Tool, timer or rig, such that the relevant item is no longer operable or capable of meeting the requirements of the Challenge, the Promoter, in its sole and absolute discretion, will replace such item with a comparable substitute and allow the entrant to retake their turn.
 - w. For the avoidance of doubt, entrants are not permitted to use their own impact drivers, tools, equipment or any other Challenge-related materials (including batteries, timers, stopwatches, etc.).
5. **Prizes:** There are three Prizes to be won in this Competition (each a "Prize"), as set out below:
- a. **First Prize:** a selection of DEWALT products up to the retail value of £15,000 (inc. VAT).
 - b. **Second Prize:** a selection of DEWALT products up to the retail value of £7,000 (inc. VAT).
 - c. **Third Prize:** a selection of DEWALT products up to the retail value of £3,000 (inc. VAT).

Each of the three winners will have the opportunity to select the DEWALT products of their choice from the range of DEWALT products that are generally available for purchase in Great Britain and the Republic of Ireland. The full list of available products will be made available to the winners by the Promoter after the winners have been determined.

Unless otherwise stated above, all Prizes are non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if the Promoter considers it appropriate, or if it becomes necessary for reasons beyond the Promoter's control, a Prize may be varied or swapped for a suitable alternative in the Promoter's discretion.

6. **Winner notification:** The three winners will be confirmed at the Final Event. Notification in writing (including the product list) will be sent to each winner within five days of the Final Event using the contact details provided at the time of entry. The Promoter will make reasonable efforts to contact the winners, but it is each winner's responsibility to monitor their voicemail, email account and other messaging services (including any junk mail folders) for receipt of the notification.
7. **Claiming Prizes:** The winner must claim their Prize by contacting the Promoter with their choice of products (up to the maximum retail value stated) within 30 days of receiving their winner's notification.

8. **Forfeiture:** Failure to claim the Prize within the deadline stated above may result in the Prize being forfeited and the selection of an alternative winner. If the winner of the First Prize or Second Prize forfeits, then the lower Prize winner(s) will be promoted to the higher Prize category (as applicable) and the alternative winner will receive the vacated lower Prize category. The first alternative winner will be the remaining semi-final loser. The next alternative winner will be the fastest loser of the quarter-finals, and so on. Alternative winners will be notified as set out above and must claim the Prize in accordance with the process and deadlines set out above.
9. **Prize delivery:** Prizes will be sent to the winner's postal address provided at the time of entry within 30 days of the winner submitting their product selection. If for any reason a selected product is out of stock or otherwise not available for immediate delivery, the winner will be given the choice of selecting an alternative product or waiting for the selected product to become available.
10. **Publicity:** By entering the Promotion, each entrant authorises the Promoter and its group companies (and their respective designees) to use, except where prohibited by law, their name, testimonial, personal exposition (and/or any edited portion thereof), photograph, image (still and/or video), likeness, audio, voice, biographical information, statements, address (city and county/country) and/or prize information (collectively, "**Attributes**") for promotional, advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without compensation or notice to or further consent of (except where prohibited by law). In particular, each entrant agrees that, in the event of a win, the Promoter shall be entitled (but not obliged) to announce their name on the Promoter's websites and social media. The entrant may also be asked (without further reward) to take part in reasonable publicity connected with the Promotion.
11. **Liability:**
 - a. Nothing in these Rules limits or excludes any person's liability for death or personal injury caused by negligence, for fraud or for any matter for which liability cannot be lawfully limited or excluded.
 - b. Subject to section (a) above, by entering the Competition, each entrant (on their own behalf and on behalf of their executors, administrators, heirs, next of kin, successors and assigns) hereby releases and forever discharges, and agrees not to threaten or pursue any claim against, the Promoter and its subsidiaries, parent companies, affiliates, agencies and any entity associated with administering the Competition (and each of their directors, officers, employees, agents, designees, licensees, shareholders and representatives) (collectively, the "**Released Parties**") from and against:
 - (i) any and all liability arising from the entrant's death, disability, personal injury or actions of any kind which may occur during or in connection with the Competition (except to the extent caused by the negligence of the Released Parties); and
 - (ii) any other loss or damage the entrant may suffer or incur as a result of the entrant's participation in the Competition and/or acceptance, possession, use or misuse of a Prize (or any part).
 - c. In particular, subject to section (a) above, the Promoter and other Released Parties will not be liable for:
 - (i) any loss or damage caused by a third party who is not acting on behalf of or under the direct instructions of the Released Parties);
 - (ii) any loss or damage caused by any event or circumstance beyond the Promoter's reasonable control;
 - (iii) any loss of profits or revenue, loss of anticipated savings or loss of goodwill.

12. **No endorsement:** The Competition is in no way sponsored, endorsed, administered by or associated with any third party, including any venue hosting a Qualifying Event. All third-party trademarks and other intellectual property rights are hereby acknowledged. By participating in the Competition, you are providing your information to the Promoter, not to any third party. To the maximum extent permitted by applicable law, no third party shall have any liability to any person or company in connection with or arising out of the Competition howsoever caused, including for any costs, expenses, damages and other liabilities.
13. **Cancellation and variation:** The Promoter reserves the right to vary, suspend or cancel the Competition and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside the Promoter's reasonable control. In the event of cancellation, Prizes may be awarded to winners drawn from entries received prior to cancellation.
14. **Disqualification:** Without limiting the options available to the Promoter, the Promoter reserves the right at any time to disqualify entries or entrants that the Promoter regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules or the spirit of the Competition. In particular, the Promoter reserves the right to disqualify any entrant who, in the Promoter's reasonable opinion: (i) is not eligible or otherwise competent to participate in the Competition; or (ii) fails to comply fully with the health and safety instructions and requirements applicable to the Competition; or (iii) otherwise poses a risk to the health and safety of themselves and/or others.
15. **Interference with the Competition:** Any attempt to damage or undermine the content or legitimate operation of the Competition is prohibited and may also be a violation of criminal and/or civil laws. The Promoter reserves all its rights and remedies to deal with breaches or suspected breaches of this section including, without limitation, to exclude any entrant or winner believed to be associated with such activity.
16. **Disclosure of winner's details:** By entering the Competition, each entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way or may request that the amount of information made available be reduced, by contacting Promoter using the contact details at the end of these Rules. In these circumstances, the entrant acknowledges that the Promoter may nevertheless disclose the relevant information, and the entrant's entry, to the UK's Advertising Standards Authority and/or the Advertising Standards Authority of Ireland (and/or any other competent authority) if required to do so. This may happen where the Promoter is required to demonstrate that it has awarded the prizes advertised. To request disclosure of winners' details, enquirers must submit a request to dewalt3thru3@sbdinc.com no later than two months after the end of the Entry Period. Details will only be disclosed (if permitted by law) after the Prizes have been awarded.
17. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from Great Britain and the Republic of Ireland and where permitted by law. The Promoter makes no representation that materials relating to the Competition are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.
18. **Severance and waiver:** If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be

affected. The Promoter's failure to enforce any term of these Rules will not constitute a waiver of that provision.

19. **Disputes:** Subject to the "Law and Jurisdiction" section below, if there is a dispute about the Competition or these Rules, the Promoter's decisions are final. If there is a dispute between these Rules and any other document referred to in these Rules, these Rules take precedence to the extent necessary to resolve the conflict.
20. **Law and jurisdiction:** The laws of England and Wales will apply to these Rules and the Competition, although if the entrant is resident elsewhere in Great Britain or in the Republic of Ireland the entrant will retain the benefit of any mandatory protections given to the entrant by the laws of that part of Great Britain or the Republic of Ireland. The courts of England and Wales will have exclusive jurisdiction over any claim relating to these Rules and the Competition, except that residents of Scotland and the Republic of Ireland may bring a claim in their local courts.
21. **Severance:** If any provision of these Rules is found to be invalid or unenforceable for any reason, it will be deemed deleted and the invalidity or unenforceability of that provision will not affect the remaining provisions of these Rules, which will remain in full force and effect.
22. **Personal data:** Entrants acknowledge that any personal data of entrants processed in connection with the Competition will be processed in accordance with the Promoter's Privacy Notice, which is available at www.stanleyblackanddecker.com/privacy-policy/global-privacy-policy.
23. **Contact:** Enquiries about the Competition can be sent to the Promoter at: dewalt3thru3@sbdinc.com.