NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PRIZE ACCEPTANCE AGREEMENT IS REQUIRED. THIS SWEEPSTAKE IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF AND PHYSICALLY LOCATED IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA OR CANADA AND WHO HAVE REACHED THE LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT REPRESENTS AND WARRANTS THAT HE OR SHE MEETS THESE ELIGIBILITY REQUIREMENTS AND HAS READ, ACCEPTS AND WILL COMPLY WITH THESE OFFICIAL RULES.

1. SWEEPSTAKE PERIOD:

The *Garden Tool Giveaway* (the "Sweepstake") begins on July 5, 2024, at 12:00:01 a.m. Eastern Time ("ET") and ends on July 19, 2024, at 11:59:59 p.m. EST (the "Sweepstake Period").

2. ELIGIBILITY:

THIS SWEEPSTAKE IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF AND PHYSICALLY LOCATED IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA OR CANADA AND WHO HAVE REACHED THE LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AT THE TIME OF ENTRY. Sweepstakes may only be entered from and within eligible jurisdictions. Employees and agents of Lee Valley Tools Ltd. (the "Sponsor"), its parent or subsidiaries and each of their respective affiliates (including, without limitation, Veritas Tools, Inc. and Lee Valley Tools USA Inc), subsidiaries, successors, assigns and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes (collectively, the "Sweepstake Parties"), and the immediate family members and/or those persons living in the same household of such individuals, are not eligible to participate or win a prize in this Sweepstakes. For the purpose of this Sweepstakes, immediate family is defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

3. HOW TO ENTER:

NO PURCHASE NECESSARY. To participate in the Garden Tool Giveaway, you must follow the Lee Valley Tools Instagram Account (@leevalleytools) and Facebook account (@leevalleytools) and tag @leevalleytools in a Story or Reel showcasing what you are growing this year, then you will automatically be granted one (1) Entry (the "Entry") in the Contest. The post must be public and visible to Lee Valley to qualify. Only entries submitted through Instagram or Facebook will be considered valid. Each entry grants Lee Valley permission to share the content on their social media channels.

4. ENTRY LIMIT:

There is a limit of one (1) Entry per person. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, identities, email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstake; then he/she may be disqualified from the Sweepstake in the sole and absolute discretion of the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). No third-party entry or entry through a sweepstakes service is permitted.

5. RIGHT TO VERIFY:

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and

absolute discretion, for the purposes of administering this Sweepstake in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Sweepstakes will be the Sweepstakes server machine(s).

6. THE PRIZES:

At the end of the Sweepstakes Period, there will be two (2) Prize (each, a "**Prize**" and collectively, the "**Prizes**") available to be won. There will be two (2) Prizes available to be won during the Sweepstakes Period. The total approximate retail value ("**ARV**") of each Prize in this Sweepstakes is the value of the prize which is One hundred eighty-four dollars (\$184.00) for the Haws Metal Watering Can and Eighty-nine dollars and fifty cents (\$89.50) for the Manual Hose Reel. Each Prize value is based on the chosen prize by the winner.

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole discretion, to substitute any Prize with a prize of equal or greater value, including, without limitation, but at Sponsor's sole discretion, a cash award. As part of the Prize acceptance agreement, the winner agrees to accept the Prize "as is", and entrants hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a Prize, including, without limitation, to a Prize's quality, merchantability or fitness for a particular purpose or express warranties (if any) provided exclusively by a prize supplier that are sent along with a Prize. If winner does not accept or use the entire Prize (as awarded), the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. Sponsor is not responsible for and winner will not receive the difference between the actual value of the Prize at the time of award and the stated ARV in these Official Rules or any Sweepstakes-related materials. In the case of a U.S. prize winner, the Prize winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prize he/she receives. If the Prize winner is a U.S. resident, he/she may be required to provide Sponsor with a valid social security number before the Prize will be awarded for tax reporting purposes.

7. WINNER SELECTION PROCESS:

One week following the end of the Sweepstakes Period (the "Draw Date") in Ottawa, ON at approximately **4:00** p.m. ET, two (2) eligible entrants will be selected by random draw from among all eligible Entries submitted and received to date during the Sweepstakes Period in accordance with these Official Rules. The odds of winning depend on the number of eligible Entries submitted and received to date during the Sweepstakes Period in accordance with these Official Rules.

8. WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each selected entrant within five (5) business days of the applicable Draw Date. If a selected entrant cannot be contacted within five (5) business days of the applicable Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received to date during the Sweepstakes Period in accordance with these Official Rules.

BEFORE BEING DECLARED A CONFIRMED WINNER, each selected entrant will be required to sign and return within ten (10) business days of notification the Sponsor's affidavit of eligibility/liability release (declaration and release in Canada) form, which (among other things): (i) confirms compliance with these Official Sweepstakes Rules (the "Official Rules"); (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Sweepstakes Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Sweepstakes, the selected entrant's participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees (except where prohibited by law or regulation) to the publication, reproduction and/or other use of the selected entrant's name, address, voice, statements about the Sweepstakes and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the internet. In addition, in the case of a Canadian selected entrant, he/she will be required to correctly answer a mathematical skill-testing question

without mechanical or other aid to be administered via telephone at a pre-arranged mutually convenient time. If a selected entrant fails to return the properly executed Sweepstakes documents within the specified time, or if the winner does not otherwise comply with these Official Rules (including, without limitation, the requirement to correctly answer a mathematical skill-testing question if a Canadian) and/or cannot accept the Prize as awarded for any reason, then the selected entrant will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received to date during the Sweepstakes Period in accordance with these Official Rules by the close of the Month immediately preceding the applicable Draw Date (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

9. GENERAL CONDITIONS:

Except where prohibited by law or regulation, by participating, each entrant grants the Sponsor a perpetual, worldwide, royalty-free license to use his/her name, character, photograph, voice, biographical data and likeness in connection with the promotion of this Sweepstakes and Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without entrant's consent, review or approval, and each entrant waives any and all claims and/or rights to receive any royalties or other compensation for the Sponsor's use thereof, unless prohibited by law.

All Entries become the property of the Sponsor. The Released Parties assume no responsibility for lost, delayed, incomplete, incompatible or misdirected Entries. This Sweepstakes is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

The Released Parties will not be liable for: (i) any failure of the Website during the Sweepstake; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry or other information to be received, captured or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Sweepstakes; and/or (v) any combination of the above.

Any automated computer receipt (such as a "thank you" message or one confirming delivery of entry) does not constitute proof of actual receipt by Sponsor of an Entry for purposes of these Official Rules.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the account that follows, shares and tags the Lee Valley social media account. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

ANYONE DETERMINED TO BE IN VIOLATION OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Sweepstake (or to amend these Official Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Sweepstake as contemplated by these Official Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Sweepstakes in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor, with the consent of the Régie, reserves the right to cancel, amend or suspend this Sweepstakes, or to amend these Official Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test

of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

<u>For Quebec residents</u>: Any litigation respecting the conduct or organization of a publicity sweepstakes may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

For United States Residents: EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Sweepstakes and in accordance with Sponsor's privacy policy (available at: www.leevalley.com), unless the entrant otherwise agrees.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Official Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to: the Entry Form, Website, French version of these Official Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Official Rules shall prevail, govern and control to the fullest extent permitted by law.

10. GOVERNING LAW AND DISPUTES:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants', Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Official Rules or relating to this Sweepstakes.

OFFICIAL RULES: For a copy of these Official Rules prior to the end of the Sweepstakes Period, Canadian residents must mail a self-addressed stamped envelope by first class mail to **P.O. Box 6295**, **Station J, Ottawa, ON, K2A 1T4**, **Attention: Contest Rules/Privacy Officer.** Residents of the United States must mail a self-addressed envelope by first class mail to 4995 Aircircle Center, Reno, NV 89502, Attention: Contest Rules/Privacy Officer. Residents of the United States may omit return postage.

WINNER'S LIST: A winner's list is available only within the ninety (90) days following the Sweepstakes Period. In order to obtain a winner's list, Canadian residents must send a self-addressed, stamped envelope to P.O. Box 6295, Station J, Ottawa, ON, K2A 1T4, Attention: Winner's List/Privacy Officer. Residents of the United States must mail a self-addressed envelope to 4995 Aircircle Center, Reno, NV 89502, Attention: Winner's List/Privacy Officer. Residents of the United States may omit return postage.