

DEWALT® POWER OF THE PROS SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING VOID WHERE PROHIBITED

Sweepstakes begins August 1, 2010 and ends December 31, 2010

1. **How to Enter: No Purchase Necessary to Enter or Win.** Beginning at 12:00:01 AM Eastern Time ("ET") on August 1, 2010, you may enter the "DEWALT® Power of the Pros Sweepstakes ("Sweepstakes"). To enter, complete and submit the official entry form found at www.mscdirect.com/rebates (the "Website") or mail a completed entry form in a hand-printed envelope to DEWALT Power of the Pros Sweepstakes, P.O. Box 8008, Hunt Valley, MD 21030-8008 (the "Entry Address"). Alternatively, participants may mail a hand-printed 3" x 5" card, containing the participant's full legal name, complete address (no post office boxes), telephone number, and email address (if available) to the Entry Address. All entries must be received on or before 11:59 PM ET, December 31, 2010, or in the case of mailed entries, postmarked by such date and received on or before 11:59 PM ET, January 10, 2011. Limit one (1) entry or winner per household/address. A **purchase** of any commodities or other product **will not improve** a participant's chances of winning. Incomplete, mechanically reproduced, facsimile or photocopied entries are not eligible. All entries received become property of the Sponsor (hereinafter defined) and will not be returned. Responsibility for the proper postage, if applicable, and handling of entry forms rests solely with the participant. Each entry must be submitted by the participant. Automated, bulk, or mechanically reproduced entries or entries submitted by third parties will not be accepted and will be disqualified.

2. **Eligibility.** This Sweepstakes is open to legal residents of the 50 United States and Washington, D.C., who are 21 years of age or older as of the date of entry. Employees, officers and directors of Sponsor and MSC Industrial Supply Company, and their affiliates, distributors, subsidiaries, retailers, sales representatives, suppliers, participating vendors, promotion or advertising agencies as of January 1, 2010 and the immediate families of each are not eligible.

3. **How to Win – Odds of Winning.** All eligible persons who complete and timely return an entry form will be entered into the Sweepstakes. Six (6) winners will be selected in a random drawing to be conducted on or about January 11, 2011 at Sponsor's Towson, Maryland office, from among all eligible entries received by Sponsor. The first entry drawn shall be the Grand Prize Winner, the next two (2) entries drawn shall be the 1st Prize Winners, and the next three (3) entries drawn shall be the 2nd Prize Winners (individually, a "Winner" and collectively, the "Winners"). The Winners need not be present at the time of the drawing to win. Each Winner will be notified within fourteen (14) days of the drawing, by telephone, mail and/or email. **Sweepstakes Odds:** Odds of winning depend on the number of timely, correct, eligible entries received.

4. **Prize.** The Grand Prize Winner will receive the following prize which has an approximate retail value of \$2,715 and consists of: one (1) DCK655X XRP™ 18V Cordless 6-Tool Combo Kit which has an approximate retail value of \$630; one (1) DW059K-2 1/2" (13mm) 18V Cordless XRP™ Impact Wrench Kit which has an approximate retail value of \$325; one (1) DC012 Worksite Charger/Radio which has an approximate retail value of \$169; one (1) D25323K 1" L-Shape SDS Rotary Hammer Kit which has an approximate retail value of \$309; one (1) DWM120K Deep Cut Band Saw Kit which has an approximate retail value of \$335; one (1) DCK210S2 12V MAX* Screwdriver/Impact Driver Combo Kit which has an approximate retail value of \$219; one (1) DC500 2 Gallon Cordless/Corded Wet/Dry Vac which has an approximate retail value of \$99; and one (1) DW718 12" (305mm) Double-Bevel Sliding Compound Miter Saw with an approximate retail value of \$629. Each 1st Prize Winner will receive a DCK450X XRP™ 18V Cordless 4-Tool Combo Kit, which has an approximate retail value of \$499. Each 2nd Prize Winner will receive a DCK251X XRP™ 18V Hammer-

drill/Reciprocating Saw Combo Kit, which has an approximate retail value of \$379. The total approximate retail value of all the prizes is \$4,850. Sponsor reserves the right to substitute any prize with a prize of equal or greater value. Any prizes awarded may *not* be assigned, transferred, changed, exchanged, substituted or redeemed for cash. The prizes will be shipped to the Winners via Sponsor's preferred carrier and the Winners should allow four (4) to six (6) weeks from acceptance for delivery of the prizes.

5. How to Claim Prize. Each Winner must return, within fourteen (14) business days after a notification attempt by Sponsor, an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit and Release") and W-9 form (if required) personally signed by the Winner (except where prohibited by law). If a Winner fails to deliver the executed Affidavit and Release and W-9 form (if required) within the time period specified, fails to comply with these Official Rules, or cannot be reached after a reasonable effort has been exerted, or if any documents or prizes are returned as undeliverable, then the Winner may be disqualified. If a Winner is disqualified, all other applicable Winners will move up according to their drawing position, and if any additional Winners are required an alternate Winner will be selected from remaining eligible entries. No Winner will be qualified until his/her entry submission is validated.

6. Sweepstakes Restrictions. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the prizes not specifically stated herein are the sole responsibility of the participant. **THE WINNER (YOU) MUST PAY ANY EXPENSES IN ORDER TO USE THESE PRIZES.** Sponsor will not replace any lost or stolen (i) prize or (ii) merchandise acquired with any prize voucher. Sponsor is not responsible for any Winner's use of any prize after it has been delivered to any Winner.

7. General Conditions.

BY SUBMITTING AN ENTRY FORM, EACH PARTICIPANT AGREES THAT THEY HAVE READ AND UNDERSTAND THESE OFFICIAL RULES AND AGREES TO BE BOUND BY THESE OFFICIAL RULES AND ALL DECISIONS OF SPONSOR ON ALL MATTERS RELATING TO THIS SWEEPSTAKES; FAILURE TO COMPLY WITH THESE OFFICIAL RULES MAY RESULT IN DISQUALIFICATION. This Sweepstakes

is subject to all federal, state and local laws and regulations. Subject to applicable law, Sponsor reserves the right to change these Official Rules at any time. Anti-fraud detection devices may be used to verify Winners.

7.1. Errors, Malfunctions, Etc. / Fraud / Tampering. Sponsor is not responsible for lost, late, illegible, mutilated, misdirected, inaccurate or incomplete entries, entries not received by the time designated for the end of the Sweepstakes, or for any human error that may occur in the processing of the entries in this Sweepstakes. Sponsor is not responsible for any technical malfunctions, failures, including public utility outages, omissions, interruptions, deletions or defects of any telephone network, computer systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer, cell, or wire line telephone, relating to or resulting from participation in this Sweepstakes; inability to access the Website or any web pages of the Sponsors; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines, or the Internet, or any service provider's facilities, or any website (including the Website) or for any other reason whatsoever, including typographical, printing or other errors, or any combination thereof. Any entry registration that is altered or tampered with, or accessed through irregular channels or means shall be void. Any attempt by a participant or other individual to deliberately damage the Website or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies by such participant or individual to the fullest extent permitted by law.

7.2. Internet Participation. Internet participation in the Sweepstakes must be made from the Website only. Entries made by any other individual or any entity and/or originating at any other website or e-mail address, including but not limited to commercial subscription notification and/or enter service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

7.3. Disqualification. Sponsor reserves the right to disqualify any participant at any time as determined

in Sponsor's sole discretion, should such person at any stage of the Sweepstakes: (i) fail to comply with these Official Rules; (ii) supply any untruthful, inaccurate or misleading personal details and information; (iii) refuse or fail to provide proof of identity and/or eligibility if requested by Sponsor at any time; (iv) use technology to gain an unfair advantage over any other participant; (v) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other participant or Sponsor's personnel, exercising violent behavior, or potential or actual cheating; and/or (vi) purposely impede the work of Sponsor and/or the implementation of the Sweepstakes. ***The disqualification of a participant shall be final and not subject to appeal or review for any reason whatsoever.***

7.4. Construction of Official Rules. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Neither Sponsor, nor anyone acting on its behalf will enter into any communications with any participant regarding this Sweepstakes, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Sweepstakes or in the announcement of any of the prizes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

7.5. Termination Provisions. Except as prohibited by law, if, for any causes beyond the reasonable control of Sponsor, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, (i) terminate the Sweepstakes, (ii) void any suspect entry or (iii) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (iv) award the prize at random, by a drawing, from among the eligible, non-suspect en-

tries received up to the time of the impairment. If such modification or suspension occurs, Sponsor will make a reasonable effort to post notice of such on the Website.

7.6. Identity Conflicts or Disputes. In the event of a dispute as to the identity of a participant, the authorized account holder of the email address or telephone line that is used in connection with the entry will be deemed to be the registrant or participant. The "authorized account holder" is the natural person assigned a telephone number by a telephone company or wireless carrier, or an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. A participant may be required to show proof of being the authorized account holder.

7.7. Choice of Law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to choice of law or conflicts of laws principles under Maryland law.

8. Releases; Indemnification. EACH PARTICIPANT AGREES TO RELEASE AND HOLD SPONSOR (BLACK & DECKER (U.S.) INC.), MSC INDUSTRIAL SUPPLY COMPANY, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUBSIDIARIES, PARENT COMPANIES AND OTHER AFFILIATED COMPANIES HARMLESS FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS AND/OR LIABILITIES ARISING OUT OF HIS/HER PARTICIPATION IN THE SWEEPSTAKES OR RESULTING FROM ACCEPTING, CLAIMING, OR MISUSE OF ANY PRIZE AWARDED HEREUNDER.

8.1. Release of Claims (California). Each participant acknowledges that there is a possibility that, subsequent to his/her involvement with the Sweepstakes and adherence to these Official Rules he/she may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by him/her at that time may have materially affected his/her decision to participate in the Sweepstakes. Such par-

participants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, he/she is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such participants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

8.2. **Full Release.** Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such participants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver he/she would not have been permitted to participate in the Sweepstakes or compete for or receive a prize. Such participants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

9. **Publicity Release/Privacy.** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any participant in connection with the Sweepstakes, any Winner, to the extent permitted by applicable law, irrevocably grants the Sponsor, its affiliated companies, and their respective successors, assigns and licensees, the right to use such Winner's name, likeness and biographical information, in any and all media for any purpose, including without limitation, advertising and promo-

tional purposes as well as in, on or in connection with the Website or the Sweepstakes or other promotions conducted by Sponsor, and each such participant hereby releases Sponsor, its employees, officers, directors, shareholders, agents, representatives, subsidiaries, parent companies, and other affiliated companies from any liability with respect thereto. Each participant further agrees that Sponsor may share all information collected through the Sweepstakes from time to time with subsidiaries, affiliates, third parties providing services on its behalf, sponsors of certain promotions or partner companies. **IF YOU DO NOT WANT YOUR PERSONAL INFORMATION USED IN THE MANNER DESCRIBE HEREIN, DO NOT ENTER THIS SWEEPSTAKES.**

10. **Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Sweepstakes, then each participant agrees to promptly sign and deliver to Sponsor the same upon Sponsor's request therefor.

11. **Winner's Disclosure; Official Rules.** To obtain a complete copy of the Official Rules or a list of the Winners, please send a self-addressed, stamped envelope to DEWALT® Power of the Pros Sweepstakes, Black & Decker (U.S.) Inc., 101 Schilling Road, Suite 20, Hunt Valley, MD 21031, Attn. S. Sherman. Please specify whether you request a list of the Winners or a copy of the Official Rules.

12. **Administrator and Sponsor.** The administrator and sponsor of this Sweepstakes is Black & Decker (U.S.) Inc., acting through its DEWALT Industrial Tool Division, 101 Schilling Road, Suite 20, Hunt Valley, MD 21031. A copy of the Official Rules may also be found on the Website.