

**GREENWORKS COMMERCIAL “LANDSCAPER OF THE YEAR” AWARDS PROGRAM**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA WHO ARE AT LEAST 18 YEARS OF AGE.**

**INTERNET ACCESS REQUIRED**

**VOID ELSEWHERE, IN PUERTO RICO, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Greenworks Commercial “Landscaper of the Year” Awards Program (the “Promotion”) is sponsored and administered by Sunrise Global Marketing, LLC (“Sponsor”), 500 North Main Street, Ste. 450 Mooresville, NC 28115.

**1. ELIGIBILITY:** This Promotion is open only to legal residents of the United States of America who are at least 18 years of age. Employees, officers, or directors of Sponsor, and each of their respective parent companies, subsidiaries, affiliates and advertising, promotion and web design agencies (collectively, “Promotion Entities”) and their immediate family members (i.e., spouse, parent, child, sibling and the “steps” of each) and persons living in the same household of each are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and is void outside of the above-listed jurisdictions and where prohibited by law. Participation in the Promotion constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. To claim a prize, entrants may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

**2. PROMOTION PERIOD:** The Promotion begins on January 10, 2017, at 12:00 AM Eastern Time (“ET”) and ends on November 15, 2017, at 11:59 PM ET (“Promotion Period”). The Promotion consists of 12 monthly award winners and 1 Grand Prize annual winner.

**3. HOW TO ENTER FOR AWARDS PROGRAM CONSIDERATION. No Purchase Necessary.** Each month, nominees or 3<sup>rd</sup> parties nominating someone will fill out a form on the “Landscaper of the Year” awards page ([insert hyperlink to awards page](#)) of the Greenworks website. The form includes:

- Name of individual making submission
- Contact information for individual making submission
- Name of nominee and/or company
- Contact information for nominee and company
- 200 word description of community service initiative – (1. what the project set out to achieve, 2. what the landscaper/company did, 3. what was the outcome?)
- Optional: Maximum of 5 photos depicting initiative (before and after)

Nominations must be received by the 15<sup>th</sup> of the month in order to qualify for that month’s judging. One exception is that December 2017 nominations must be received by the November 2017 deadline (11/15/17), as November and December winners will be announced simultaneously. Additional program entry guidelines include:

- Submissions may be entered for work done within 180-days of the submission date.
- Submissions that are not selected may be re-submitted as long as they are within the 180-day window.

**4. MONTHLY AWARDS PROGRAM WINNER SELECTION**

**A. Judging:** A panel of Greenworks Commercial employees and subsidiaries will review all entries each month and choose 1 monthly winner and runner-up deserving of national recognition.

**B. Nominee Eligibility:** The Greenworks Commercial 2017 “Landscape of the Year” competition is open to both individuals and companies who have performed exemplary community service within North America.

## **5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

### **A. Monthly Award Prizes:**

- i. Monthly Winners (12): Greenworks will select 12 monthly winners each of whom will receive a “Greenworks 82V Prize Pack” valued at nearly \$3,000 each. The pack will include: 82V 2.5 Ah Battery, 82V 4.0 Ah Battery, 82V 5.0 Ah Battery, 82V Charger, 82V 21’ Mower (Tool Only), 82V 18” String Trimmer (Tool Only), 82V Backpack Blower (Tool Only), 82V 26” Hedge Trimmer (TOOL ONLY) and an 82V 18” Chainsaw (Tool Only).
- ii. Monthly Runner-Ups (12): The runner-up in each monthly contest will receive a “Greenworks Commercial Fan Pack” of branded caps, apparel and promotional items. Approximate retail value is \$50 each.
- iii. Odds: The odds of winning a monthly prize depend on the total number of eligible entries received during the Promotion period.

### **B. Landscaper of the Year Grand Prize:**

- i. Grand Prize (1): Greenworks Commercial will choose one of the 12 finalists (monthly winners) as the “Landscape of the Year” Grand Prize Winner – awarding that individual with a trip for four to the 2017-18 College Football National Championship game in Atlanta, GA on January 8, 2018 (inclusive of travel and lodging costs). Approximate retail value for this prize is \$20,000.
- ii. Odds: The odds of winning the Grand Prize depends on the total number of eligible entries received during the Promotion period.

**C. Total ARV:** The total ARV of all prizes available in the Promotion is \$56,500.

**D. Limit:** Limit one (1) Grand Prize and one (1) Monthly Award per person/household.

**6. HOW TO CLAIM A PRIZE:** On or around the final business day of each month, Administrator will notify Monthly Award winner and runner-up via e-mail at the e-mail address provided at the time of registration. After the Notification, Administrator will send an e-mail to the e-mail address provided with instructions on how to claim the prize. To the extent not prohibited by law, each winner must return a fully executed and notarized Affidavit of Eligibility/Liability & Publicity Release (“Affidavit”) and tax acknowledgment to the Sponsor or its authorized designee within five (5) calendar days from the date they are sent to the winner, or the prize may (in Sponsor’s sole discretion) be forfeited. Each potential winner may be subject to a background check before the prize is awarded. If a potential Grand Prize winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that a potential Grand Prize winner fails to return an executed and notarized Affidavit within the five (5) calendar day deadline, the prize may, in Sponsor’s sole discretion, be forfeited. If a Grand Prize is forfeited, the Grand Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible Entries, as determined by Sponsor in its sole discretion. Grand Prize winner notification will be mailed to verified winners at the street address provided at the time of registration approximately 6 to 8 weeks after verification of eligibility and compliance with these Official

Rules. Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, or a prize is unclaimed, the prize may not be re- awarded.

Sponsor or Administrator will attempt to notify each potential winner as set forth above, but neither Sponsor nor Administrator is responsible for any undelivered e-mail, including any winner notification e-mail and/or e-mail not received because of a privacy or spam filter settings which may divert e-mail to a spam or junk folder.

**7. GENERAL:** In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to any of 5 administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of prizes will be awarded in a random drawing from among all verified prize claims received for that prize. All prizes will be awarded assuming a sufficient number of eligible entries are received and prizes are properly claimed. In the event of a dispute as to the identity of an entrant, the Entry or Game Play will be declared made by the primary account holder of the account associated with the e-mail address used to register for the Promotion. The "primary account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Any potential winner may be required to show proof of being the primary account holder.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible nominations received prior to such cancellation, termination, modification or suspension. This Promotion is subject to all applicable federal, state, and local laws and regulations.

**EACH MONTHLY PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER AS A CONDITION TO RECEIVING THE PRIZE, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER. ALL OTHER COSTS AND EXPENSES OF ACCEPTING OR USING A PRIZE SHALL BE SOLELY THE WINNER'S RESPONSIBILITY.**

Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any individual found, in their sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or

Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details 6 contained in any Promotion promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange, or cash equivalent will be allowed, except by Sponsor, who reserves the right, in its sole and absolute discretion, to substitute a prize of equal or greater value in case of unavailability of a prize or Force Majeure (as defined below).

**8. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities, and each of their respective affiliates, parent companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable entries, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of entry information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction. The Released Parties shall not be responsible or liable for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole and absolute discretion, be disqualified.

**9. RELEASE, WAIVER, AND DISCLAIMER:** By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control (collectively, "Force Majeure"), or as otherwise permitted in these Official Rules (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part

of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion or any online service via the Internet due to hardware or software compatibility problems, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (n) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (o) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or noninfringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**10. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND THESE OFFICIAL RULES SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO ANY STATE'S CONFLICT OF LAW PRINCIPLES. IF ANY DISPUTE RELATED TO OR ARISING FROM THE PROMOTION (A "DISPUTE") IS NOT RESOLVED THROUGH DIRECT NEGOTIATION, IT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN-CURRENT ARBITRATION RULES AND PROCEDURES ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN ROWAN COUNTY, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM MADE BY AN ENTRANT IN RELATION TO THE PROMOTION SHALL BE LIMITED TO ACTUAL DAMAGES, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO: (I) CLAIM PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES (WHETHER DUE TO NEGLIGENCE OR OTHERWISE) OTHER THAN ACTUAL OUT-OF-POCKET COSTS BUT IN NO EVENT ATTORNEYS' FEES; (II) HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (III) RESCIND ANY WAIVER CONTAINED HEREIN; OR (IV) SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT ANY DISPUTE SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

**11. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor or its designee and used for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules 8 and in accordance with Sponsor's Privacy Policy as stated at ([need a Greenworks Privacy Policy linked on the website.](#))

**12. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, voice recording, video images and all related footage, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on television, radio, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**13. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Greenworks Commercial “Landscape of the Year” Awards Program - Winners List Request, 500 North Main Street, Ste. 450 Mooresville, NC 28115. Winners List requests must be received by December 15, 2017.

**14. SPONSOR:** Sunrise Global Marketing LLC, 500 North Main Street, Ste. 450 Mooresville, NC 28115. Customer services inquiries can be made at Contact Us. Greenworks Commercial is a registered trademark of Sunrise Global Marketing, LLC. All other trademarks are the property of their respective owners.