

## **FIND THE DIFFERENCE SWEEPSTAKES RULES AND REGULATIONS**

This Find The Difference Sweepstakes (the “Sweepstakes”) is sponsored by Black & Decker (U.S.) Inc. (“Black & Decker”). The Sweepstakes begins on September 16, 2009 and concludes on December 31, 2009 (the “Sweepstakes Period”).

### **1. NO PURCHASE NECESSARY TO ENTER OR WIN.**

### **2. How To Enter**

In order to enter, each participant must submit their contact information on the “Find the Difference Game” page at [www.blackanddecker.com/sneakpeak](http://www.blackanddecker.com/sneakpeak) (the “Website”). Participants will also have the opportunity to play the “Find the Difference Game.” All entries must be received by Black & Decker during the Sweepstakes Period. By submitting their contact information on the Website, each participant receives one (1) entry for the Sweepstakes. The maximum number of entries is one (1) per person per week.

### **3. Sweepstakes**

A random drawing to select a winner (individually, a “Winner” and collectively, the “Winners”) will be held at Black & Decker’s offices in Towson, Maryland on or about October 16, 2009, November 16, 2009, December 16, 2009, and January 16, 2009. The first entry drawn from each drawing will be declared the Winner. A Black & Decker representative will be present to conduct each drawing. Participants need not be present to win. Each Winner will be notified in person or by phone, mail, or email within thirty (30) days after the drawing based on the information provided by the participant on the Website. Unsuccessful attempts to notify the Winner within fifteen (15) days after the first attempted notification will result in forfeiture of any prize a participant may be eligible to receive. All qualified entries will be placed in the Sweepstakes drawings. There are four (4) chances to win. Odds of winning a prize depend on the number of eligible entries received.

### **4. Prize**

Each Winner will receive one (1) MSW100 Ready Wrench™, which has an approximate retail value of \$29.99. The total maximum retail value of all available prizes is \$119.96. **Income and other taxes (if any) are the responsibility of each Winner. All prizes are non-transferable and are not redeemable for cash.** Each Winner should allow four (4) to eight (8) weeks from acceptance for delivery of any prize. Black & Decker reserves the right to substitute any prize for a prize of equal or greater value. The failure to accept any prize within thirty (30) days after notification shall result in a forfeiture of any prize awarded hereunder.

### **5. Eligibility**

The Sweepstakes is open to legal residents of the U.S. residing in the 48 contiguous states and the District of Columbia who are eighteen (18) years or older. A prior Winner is not eligible for subsequent drawings. Individuals who are or were employees of Black & Decker or its affiliates, manufacturers, sales representatives, subsidiaries or parent companies, advertising/sales promotion agencies, judging organizations since June 1, 2009, and the immediate families of each are not eligible. Entry materials become the property of Black & Decker and will not be acknowledged or returned. Any attempt by a participant to use multiple email addresses or accounts to multiply the number of entries, or any attempt to use an automated system or agent to submit entries, is prohibited and will result in disqualification from the Sweepstakes. In the event of a dispute as to registration, the authorized account holder of the email address will be deemed to be the participant. The authorized account holder of an email address

is the natural person assigned to the email address by the applicable Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the email address.

## **6. Conditions**

Void where prohibited. All federal, state, and local laws and regulations apply. Black & Decker is not responsible for any expenses incurred by participants in connection with participating in the Sweepstakes or the claim or use of any prize awarded in the Sweepstakes. By submitting an entry, each participant agrees to be bound by these Rules and Regulations. Any decisions related to the Sweepstakes, these Rules and Regulations, or qualifications and eligibility of any participant shall be made by Black & Decker, in its sole discretion, and are final. Each participant agrees to release and hold Black & Decker, its employees, officers, directors, shareholders, agents, representatives, and its subsidiaries, parent companies, and other affiliated companies harmless from any and all damages, losses, claims, and/or liabilities arising out of his or her participation in the Sweepstakes or resulting from accepting or claiming any prize awarded hereunder. Black & Decker reserves the right, in its sole discretion, to terminate, suspend, or otherwise cancel the Sweepstakes at any time for any reason. These Rules and Regulations are subject to change at any time without notification. Each Winner will be required to complete an Affidavit of Eligibility and Liability/Publicity Release or his or her prize will be forfeited (except where prohibited by law). Participation in the Sweepstakes constitutes permission to use each Winner's name, likeness, biographical information, photographs, and any statements or remarks made about winning or participating in the Sweepstakes for advertising and promotional purposes (in any medium) without additional compensation. Participants acknowledge and agree that Black & Decker may share any and all information collected through the Sweepstakes from time to time with their subsidiaries, parent companies, or other affiliated companies. Black & Decker may verify that each Winner is qualified. If any Winner is disqualified or his or her prize(s) is forfeited, Black & Decker shall have the right, but no obligation, to select an alternate Winner.

Black & Decker shall not be responsible for any (i) lost, late, damaged, misdirected, illegible, inaccurate, or incorrect entries; (ii) technical malfunctions, interruptions, deletions, or defects of any kind to any telephone network, computer system, computer equipment, cellular device, server, service provider, or software; (iii) theft, tampering, destruction, or unauthorized access to, or alteration of the entries or any network, computer system, computer equipment, or cellular device; or (iv) unsuccessful attempts to notify the Winners or deliver any prize.

## **7. Rules and Winner's Name**

To obtain a complete copy of the official Rules and Regulations visit the Website or send a self-addressed, stamped envelope to Find The Difference Sweepstakes, Rules & Winners, 701 East Joppa Road, TW230, Towson, Maryland 21286 ("Sponsor's Address"). To obtain the names of the Winners send a self-addressed, stamped envelope to Sponsor's Address. If making a request by mail, please specify whether you want a copy of the Rules and Regulations or the names of the Winners.