

EINHELL FAN PACKAGE GIVEAWAY CONTEST

DECLARATION OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

I, _____, in the province/territory of _____ declare that I am _____ years of age, that my telephone number is: _____ and that my e-mail address is: _____.

I am making this declaration (the “Winner Release”) with the understanding that it will be relied upon to confirm my eligibility in this Contest.

I declare that I have read and complied with, and that I understand, all of the Contest Rules, which are available at <https://www.einhell.ca/contest> , that all of the information below is true and that I have committed no fraud or deception in entering the Contest or claiming the prize.

I further declare that I am age of majority in the province or territory in Canada in which I reside and that I am not an employee of the Sponsor, its parent, related or affiliated companies, departments, subsidiaries, franchisees, suppliers, advertising and promotional agencies, contest administrators, or any other parties engaged in the development, production or distribution of Contest materials or those living in the same household as the foregoing, none of whom are eligible to enter the Contest or win a prize.

In consideration of the prize, which I acknowledge is good, valuable and sufficient consideration, I agree as follows:

1. To accept the prize as awarded;
2. To release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners Facebook, Instagram, YouTube, TikTok and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the “Released Parties”) from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier to the Sponsor or used in connection with any aspect of the Contest to perform or deliver services, any act of God or any other event beyond the Sponsor’s control, any dissatisfaction of any kind with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which I, my heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of participation in the Contest and/or in connection with the acceptance and/or exercise of the prize as awarded;
3. To indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by me with any of the Contest Rules or participation in the Contest and/or

in connection with the acceptance and/or exercise of the prize;

4. To grant to the Sponsor, its agents and representatives and marketing partners, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the Sponsor's Internet websites and social media pages, at any time(s), my name, likeness, portrait, picture, photograph, voice, video camera footage, and biographical information (name, city, province/territory of residence and image), all as may be edited, translated or otherwise modified by the Sponsor in Sponsor's sole discretion, as news or information and for advertising promotional purposes without any compensation or review by me; and
5. To return upon demand to the Sponsor, or its agents, representatives or marketing partners, any prize which has been or may be awarded to me if any statement made by me in this Winner Release is false or if I have failed to comply with any of the Contest Rules, all as determined in the sole discretion by the Sponsor.

Winner:

SKILL-TESTING QUESTION:

$20 \times 15 + 30 - 10$

Answer: _____

DATED THIS _____ DAY OF _____, 2024