

**BRIGGS & STRATTON
NATIONAL PREPAREDNESS
MONTH EMERGENCY KIT
PROMOTION OFFICIAL RULES**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR
CHANCES OF WINNING.**

1. **PROMOTION PERIOD:** The Briggs & Stratton National Preparedness Month Emergency Kit Promotion (the “Promotion”) begins at 8:00 a.m. Central Time (“CT”) on September 6, 2016 and ends at 11:59 p.m. CT on September 30, 2016 (“Entry Period”).

2. **HOW TO ENTER THE PROMOTION:** During the Entry Period, post a photograph or a video taken by you of an item from your home preparedness kit (flashlight, first aid kit, bottles of water, batteries, non-perishable food, workgloves, etc.) on Facebook. (each photo or video submitted in the Promotion is referred to as a “Submission” and together with any other content or information provided by Entrant in connection with the Promotion, an “Entry”). **The activity must be safe and not endanger or appear to endanger anyone or anything. Each submission must include a caption with no less than 20 characters to describe the project or person being depicted in the Submission.** Entries posted on the Briggs & Stratton Facebook page (<https://www.facebook.com/BriggsandStratton>). The individual submitting the Entry is sometimes referred to in the Official Rules as an “Entrant.” The Entrant and members of his/her “immediate family”, as defined below in Rule 3, may be the only identifiable individuals shown or referenced by name in a Submission and all identifiable individuals appearing in a Submission must have provided their consent (or the parent/legal guardian of the minors have provided consent) for entry of a Submission, and use of such Submission as contemplated in these Official Rules. In Sponsor’s sole discretion, anyone referenced by name or shown in a Submission (or the parent/legal guardian of any minors) may be required to execute and return consent forms / releases confirming the representations, warranties and grants of rights contemplated in the Official Rules. **BY PARTICIPATING IN ANY ASPECT OF THIS PROMOTION, EACH ENTRANT AGREES TO ABIDE BY THESE RULES AND THE RULES, POLICIES AND PROCEDURES OF THE SERVICE(S) SUCH ENTRANT USES TO ENTER THE PROMOTION AND THE PLATFORM(S) AT WHICH AN ENTRANT’S SUBMISSION IS POSTED (EACH SUCH SERVICE AND PLATFORM IS REFERRED TO AS A “PLATFORM”). FAILURE TO ABIDE BY THESE OFFICIAL RULES AND THE RULES, POLICIES AND PROCEDURES OF THE PLATFORMS IN CONNECTION WITH THIS PROMOTION WILL VOID AN ENTRANT’S ENTRY IN THE PROMOTION.**

Entrants may create a Facebook account at no cost by logging on to <https://www.facebook.com>. Creation of a Facebook account requires an Entrant to agree to Facebook's Terms of Service and Privacy Policy available at <https://www.facebook.com/legal/terms> and <https://www.facebook.com/policy.php>, respectively.

If an Entrant chooses to enter using a wireless phone or mobile device, **message and data rates may apply in accordance with your service plan. Sponsor is not responsible for any fees or charges incurred by Entrant.**

Entrants can submit up to one entry into the Promotion each week during the entry period. By entering the Promotion, you agree to have your Submission(s) posted and reposted online. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Submission that, or Entrant who, does not comply with these Official Rules.

3. **ELIGIBILITY:** The Promotion is open to individuals who are legal residents of the United States, who are 18 years of age or older as of the date of entry submission and eligible in accordance with these Official Rules. Void in all other jurisdictions. Employees, contractors, directors and officers, and vendors of Briggs & Stratton ("Sponsor"), its subsidiary and affiliated entities, advertising, and fulfillment agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, "Promotion Parties"), and the immediate family members of each (spouse, domestic partner, parent, child, sibling, grandparent, and spouse, domestic partner or "step" of each) and those living in the same households of each are not eligible to participate. The Promotion is subject to all federal, state, municipal and local laws and regulations. Void where prohibited or where restricted by law in a manner inconsistent with these Official Rules.

4. **REQUIREMENTS:** In order to have Submission(s) entered into the Promotion, Entrants must comply with entry requirements when submitting each Submission. Each Submission:

- Must be suitable for family audiences;
- without limitation, must not contain any content that:
 - is indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
 - promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - contains profanity or sexual content;
 - promotes alcohol, illegal drugs, tobacco, firearms or weapons;
 - promotes any third-party product or service or otherwise contains commercial messages or endorsements regarding third-party products or services;
 - is unlawful, in violation of or contrary to the laws or regulations of the United States or any State;

- has been copied or plagiarized. All entries must be the sole, original work of the designed Entrant;
- is proprietary to a third party, contains any third-party content, or otherwise defames, violates or infringes (or may infringe) any copyright, trademark, mark or other identifier of source, or other proprietary right of any entity or person (whether living or deceased) (including but not limited to, rights of privacy or publicity or portrayal in a false light);
- appears to have results in any injury or bodily harm; and/or
- is lewd or inappropriate or offensive or not in keeping with Sponsor's image, including acts of violence or acts that are otherwise objectionable to Sponsor.

Any Entry or portion thereof that, in Sponsor's sole and absolute discretion, violates any of the above or other prohibitions and/or representations or warranties of Entrant will not be posted online (or may be removed if previously posted) and will be disqualified from the Promotion. Any Submission not in compliance with the above and that does not meet the Site's requirements may be disqualified. In the event that an Entrant or Submission is edited, removed and/or disqualified, Entrant is not relieved from responsibility for compliance with these Official Rules.

Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants and winners acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use or not use (or remove) Entries in any way it sees fit without notification or further consent or payment of any kind. By entering, you agree to waive any rights you may have to any Submission submitted, including any and all moral rights that exist in the Submission and any derivative works made therefrom.

5. REPRESENTATIONS REGARDING ENTRIES; GRANT OF RIGHTS. By submitting an Entry in connection with the Promotion, each Entrant represents and warrants to Sponsor that (i) the Submission is the original work of the Entrant and that Entrant has the sole right to submit it to the Promotion; (ii) the Submission does not violate in any way rights of third parties, including but not limited to copyright and other intellectual property, privacy or publicity rights; (iii) the Submission does not violate any applicable laws; (iv) Entrant has obtained all necessary licenses or permissions from all third parties for submission into the Promotion and for use as contemplated in these Official Rules; (v) the posting and/or display of the Submission and any other use contemplated in the Official Rules will not violate rights of any parties or otherwise breach any provision of any applicable law or regulation; (vi) and use and posting of the Submission or any part of the Submission in connection with the Promotion or as otherwise permitted by these Official Rules is and will be without any further review, notice, approval, consideration or compensation (except for any awarded prize as contemplated in these Official Rules), regardless of whether the entry is a winning entry.

Each Entrant hereby grants to Sponsor an everlasting, royalty-free, assignable, irrevocable, unrestricted, license to use, utilize, replicate, alter, adapt, modify, publish, broadcast, translate, produce derivative works from, distribute, present, display, sublicense and exercise all copyright and other intellectual property and other rights with respect to each Submission worldwide and/or to include, in part or in whole, any Submission in other works in any media now known or later created, anywhere and forever, without further review, notice, approval, consideration or compensation. Except where legally prohibited, submission of a Submission into this Promotion constitutes Entrant's irrevocable permission for Sponsor to use the Entrant's name and city and state or province of residence, in whole or in part, in print, electronic media, broadcast media, or any other media or manner, whether now known or later created, in perpetuity, in any way Sponsor deems appropriate in connection with promoting the Promotion and Sponsor's business, products and service or any other purposes without further review, notice, approval, consideration

or compensation. By accepting a prize, each prize winner further grants to Sponsor and those acting under its authority the right to use his/her name and city/state of residence for advertising and or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation and to release his or her name as a winner of a prize in the Promotion.

6. DRAWING: Four (4) weekly winners will be selected by Sponsor each week during the Entry Period, in a random drawing starting on or about September 12, 2016. The weekly winners will be selected from all eligible entries received during the Entry Period and prior to that week's drawing. One (1) grand prize winner will be selected by Sponsor in a random drawing on or about October 3rd, 2016. The grand prize winner will be selected from all eligible entries received during the Entry Period. Sponsor's decisions are final and binding in all matters relating to this Promotion. Winners will be notified by Facebook on or about October 15th, 2016. Potential winners are subject to verification, including verification of age. If a potential winner cannot or does not respond within five (5) calendar days from the first notification attempt or if prize is returned as undeliverable, then such person may be disqualified and prize may be forfeited. Winner may be required to sign and return an affidavit of eligibility and a liability/publicity release within 14 days of notification. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. Prize cannot be assigned, transferred, redeemed for cash or substituted, except that Sponsor reserves the right to substitute the prize with a prize of equal or greater value if promoted prize becomes unavailable.

6. Winners will be contacted via Facebook.

7. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"): The four (4) confirmed weekly winners (sixteen in total) will each receive a backpack containing an emergency preparedness starter kit. The weekly prize ARV is \$75.00. One (1) grand prize winner will be selected randomly to receive a Briggs & Stratton 6250 Watt Storm Responder Portable Generator. ARV ranges from \$700 - \$900. Prizes are nontransferable and no substitution of prize by winner is allowed. Sponsor may substitute prize and Sponsor reserves the right to award prize (or portion of prize) of equal or greater value, in its sole discretion. Sponsor and its agencies assume no responsibility or liability for damages, losses, or injury resulting from acceptance or use of prize or participation in the Promotion. Sponsor reserves the right to request from any Entrant additional documentation it reasonably believes is necessary to validate any Entry or to award a prize. All federal, state, and local taxes and any expenses, costs, or fees associated with the acceptance and/or use of any prize are the sole responsibility of the winner. Prizes will be delivered within four weeks of winner determinations.

GENERAL RULES: By participating, Entrants agree to these Official Rules and the decisions of Sponsor and the Promotion Judges, as applicable, with respect to the Promotion and the awarding of prizes, which shall be final and binding in all respects. Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Promotion, or by any human error which may occur in the processing of the entries in this Promotion, or for any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion process, then Sponsor reserves the right at its sole discretion to cancel the Promotion and determine the prize winners by having the Promotion Judges judge from among all eligible Entries received prior to cancellation, based on the judging criteria listed above in Rule #6. If a court of competent jurisdiction deems any provision of these Official Rules invalid or unenforceable, such provisions shall be enforced to the maximum extent permitted and the remaining provisions of the Official Rules shall remain in full force and effect.

8. **WINNER CONFIRMATION:** To be confirmed a winner, a tentative prize-winner will be required to return the winner notification message from the Sponsor with their full name and shipping address (no P.O. Boxes) within five (5) days or the prize will be forfeited and an alternate winner may be determined.
9. **UNSPORTSMANLIKE CONDUCT:** Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Promotion, the Site; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Any attempt to use multiple e-mail or Platform accounts or other tactics to enter more than the stated limit of this Promotion may result in disqualification and all associated Entries will be void.
10. **RELEASE:** BY PARTICIPATING IN ANY ASPECT OF THE PROMOTION, YOU AGREE TO THE FULL EXTENT PERMITTED BY LAW TO RELEASE AND HOLD HARMLESS SPONSOR, PROMOTION JUDGES, PROMOTION PARTIES, THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATED ENTITIES, AGENTS, RETAILERS, ADVERTISING AND PROMOTION AGENCIES, ANY PLATFORM YOU USE TO PARTICIPATE IN THE PROMOTION, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS, MEMBERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN ANY PART OF THE PROMOTION (INCLUDING, WITHOUT LIMITATION, PREPARING FOR OR PARTICIPATING IN OR SUBMITTING ANY ENTRY AND/OR FROM ANY PROMOTION RELATED ACTIVITY AND FOR ALL CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION) OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE PROMOTION PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE PROMOTION, THE OPERATION THEREOF, OR ANY ENTRY, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE ENTRIES AS CONTEMPLATED HEREIN, OR USE IN COMPOSITE FORM, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, THIS PROMOTION AND ALL PRIZES 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 NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
11. **DISPUTES AND GOVERNING LAW:** Entrants/winners agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or the prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the state of Wisconsin; Entrants/winners submit to sole and exclusive personal jurisdiction to said courts in the state of Wisconsin for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual

out of pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will Entrants/winners be permitted to obtain awards for and Entrants/winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants/winner or the Released Parties in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the state of Wisconsin, without giving effect to any choice of law or conflict of law rules of provisions (whether of the state of Wisconsin, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Wisconsin.

12. WINNERS LIST: The weekly winners and grand prize winner list will be available on the Briggs & Stratton Facebook page (<https://www.facebook.com/BriggsandStratton>) at least until October 31, 2016. To receive a copy by mail, send a self-addressed stamped envelope (except where not required by applicable law) to the Promotion Administrator Swanson Russell, 1202 P Street, Lincoln, NE 68508 (the "Promotion Address"). Limit one request per outer mailer, which should be marked "Briggs & Stratton National Preparedness Month Emergency Kit Giveaway Promotion Winners List Request" Requests must be received by December 31, 2016.

13. SPONSOR AND ADMINISTRATOR: Sponsor of the Promotion is Briggs & Stratton, 12301 W. Wirth Street, Wauwatosa, WI, 53222. Administrator is Swanson Russell, 1202 P Street, Lincoln, NE 68508.

14. PRIVACY: Sponsor collects and uses Entrants' personal information for the purpose of administering this Promotion. No marketing communications will be received by Entrants by virtue of entry unless Entrants provide express permission to do so. Please see Sponsor's Privacy Policy here: <http://www.basco.com/Privacy%20Statement/>.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and any questions, comments or complaints regarding the Promotion should be directed to the Promotion Address, not Facebook.