

**Hamilton Beach Big Chill Contest brought to you by  
Hamilton Beach Brands Canada, Inc.**

**CONTEST OFFICIAL RULES**

***NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. RESIDENTS OF QUÉBEC ARE NOT ELIGIBLE TO PARTICIPATE IN THIS CONTEST.***

This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter, Inc. You are providing your information to Hamilton Beach Brands Canada, Inc., and not to Twitter. The information you provide will only be used in accordance with the Hamilton Beach privacy policy, which may be viewed at <http://www.hamiltonbeach.com/privacy/privacy.php>

**CONTEST DESCRIPTION:** The **Hamilton Beach Big Chill Contest brought to you by Hamilton Beach Brands Canada, Inc.** (the “**Contest**”) will consist of a series of drawings made between Monday, July 4, 2016 at 9:00 a.m. Eastern Daylight Time (“EDT”) and Friday, July 8, 2016 at 11:59 p.m. EDT (the “**Contest Period**”). Each drawing will be for one of the prize packs offered during the Contest Period. Entrants will be expected to monitor the Contest entry pages on Twitter to find the link to submit an entry to win a prize during each day of the Contest Period. Entry in this Contest does not constitute entry into any other promotion or contest. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Hamilton Beach Brands Canada, Inc., 7300 Warden Ave., Suite 201, Markham, Ontario, Canada L3R 9Z6 (the “**Sponsor**”), whose decisions shall be final and legally binding in all respects.

**1. ELIGIBILITY:**

This Contest is open only to entrants who are (i) legal residents of any Province or Territory of Canada except Québec, and (ii) at least the age of majority at the time of entry in the Province or Territory in which you reside. Employees, officers, and directors of Fathom Communications, Wishpond Technologies, Ltd., Sponsor and Sponsor’s affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, its advertising and promotion agencies, and any and all other companies associated with the Contest, (collectively, the “**Contest Entities**”), and each of their immediate family members and/or people living in the same household are not eligible to enter or win. All eligibility is subject to all federal, state, and local laws and regulations. All entries submitted are the property of the Sponsor.

**2. HOW TO ENTER THE CONTEST AND EARN ENTRIES:**

Each day during the Contest Period, one or more links to the Contest entry page will be posted on @hamiltonBeachCA. Participants may earn one entry each day during the Contest Period by clicking on the link for the entry page and entering the participant’s email address (the “Entry”). Each qualified Entry will be eligible to win the daily prize pack.

**LIMIT: One (1) entry per person per day during the Contest Period**

**LIMIT: One (1) prize per person or dwelling during the Contest Period.**

All entries become the sole property of the Sponsor and will not be acknowledged or returned. Submission of an Entry grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

Any entries generated by script, macro or other automated means or with the intent to impair the integrity of the entry process, as determined by Sponsor in its sole discretion, will be void. Entry by proxy on behalf of another individual is not permitted. Entrants are prohibited from

entering by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Entrants are also prohibited from creating and using multiple email addresses to circumvent entry limits. If any improper or fraudulent entry activity is suspected, Sponsor reserves the right, in its sole discretion, to void the entry or disqualify the entrant.

Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet Access Provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

3. PRIZES/ODDS/ ENTRY DATES/DRAWING DATES: Only the prizes listed below will be awarded in this Contest. Odds of winning depend on the total number of valid entries received on each drawing date. The daily prize pack (the "Prize") for each day of the Contest Period shall include the following items:

DAY 1 Prize: Total SRP \$171.97

1½ Quart Ice Cream Maker (68881C), \$56.99 SRP  
Wave Station® Express Dispensing Blender (58620C), \$46.99 SRP  
Chrome Classic DrinkMaster® Drink Mixer (730C), \$67.99 SRP

DAY 2 Prize: Total SRP \$158.97

DrinkMaster® Drink Mixer (729) \$54.99 SRP  
Wave Station® Express Dispensing Blender (58619), \$46.99 SRP  
1½ Quart Ice Cream Maker (68881C), \$56.99 SRP

DAY 3 Prize: Total SRP \$171.97

Wave Station® Express Dispensing Blender (58617), \$46.99 SRP  
1½ Quart Ice Cream Maker (68880C), \$56.99 SRP  
Chrome Classic DrinkMaster® Drink Mixer (730C), \$67.99 SRP

Day 4 Prize: Total SRP \$158.97

Wave Station® Express Dispensing Blender (58620C), \$46.99 SRP  
DrinkMaster® Drink Mixer (729) \$54.99 SRP  
1½ Quart Ice Cream Maker (68881C), \$56.99 SRP

Day 5 Prize: Total SRP \$171.97

Chrome Classic DrinkMaster® Drink Mixer (730C), \$67.99 SRP  
Wave Station® Express Dispensing Blender (58617), \$46.99 SRP  
1½ Quart Ice Cream Maker (68880C), \$56.99 SRP

Total approximate retail value of all prizes \$833.85

Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. Prizes have no cash value. Prizes will only be sent to the address provided by the winner except in the event that delivery to the address provided is rejected or returned. Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason.

4. WINNER SELECTION DATES AND NOTIFICATION:

Random drawings will be conducted from all eligible entries received during each day of the Contest Period. The entrants that are randomly selected in the drawing will be required to complete a skills test by providing a correct answer to a math problem in order to win the Prize. In the event that the entrant fails to provide an answer to the math problem or provides

an incorrect or illegible answer to the math problem, then a new entrant will be randomly selected and given an opportunity to answer the math problem. The entrant that is randomly selected and correctly completes the math problem will be declared the winner of the Prize pack for the particular day that the Entry is made. The winning entrant will also be required to sign a Declaration and Release Form confirming compliance with the Rules, accepting the prize and releasing the Contest Entities. Conduct of the Contest and the drawings are under the supervision of the Sponsor. Potential Prize winners will be notified via email or mail or express mail, whichever is deemed appropriate by the Sponsor, using the contact information provided at the time of entry. Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within (4) days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable such prize winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

**5. GENERAL PRIZE RESTRICTIONS/CONDITIONS: BY ENTERING, EACH ENTRANT AGREES** for entrant and for entrant's heirs, executors, and administrators **(A)** to release and hold harmless Contest Entities, Twitter, Inc., and their respective affiliates, parents, owners, franchisees, officers, directors, and employees (collectively, "**Released Parties**") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; **(B)** that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; and **(C)** to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsor, which are binding and final. Notwithstanding the immediately preceding sentence, Hamilton Beach Brands Canada, Inc. will honor its limited warranty issued with each of its products at the time that said Prize is sent to the Prize winner. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor's sole discretion.

**6. PUBLICITY RELEASE:** Acceptance of any prize constitutes the Prize winner's permission for the Contest Entities to use the Prize winner's name, photograph, image, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Contest Entities from all claims arising out of the use of such Attributes.

**7. DISQUALIFICATION/FORCE MAJEURE:** Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as

contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, supplier failure or product recall, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

8. **LIMITATION OF LIABILITY:** Contest Entities and Twitter, Inc. are not responsible for, and entrant hereby releases the Contest Entities and Twitter from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest and (vi) use of any prize.

9. **DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, in a court of competent jurisdiction located in the Ontario, Canada, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of Ontario, Canada, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the laws of Ontario, Canada.

**WINNERS LIST:** To obtain the name of the winners, send a self-addressed stamped envelope to: **#HBBigChill** c/o Hamilton Beach Brands Canada, Inc., 7300 Warden Ave., Suite 201, Markham, Ontario, Canada L3R 9Z6. All such requests must be received by 12/31/2016.

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