

Briggs & Stratton
“Power Up Your Tailgate” Contest
Official Rules

THIS PROMOTION IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN ONE OF THE 50 UNITED STATES OR D.C. AT THE TIME OF ENTRY.

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The “Power UP Your Tailgate” (“Contest”) is only open to persons who are legal residents of the fifty (50) United States and District of Columbia who are at least 18 years of age or older at the time of entry. Void where prohibited. Employees, officers and directors of Briggs & Stratton Corporation (“Sponsor”) and the Sponsor’s Affiliates (and their immediate families—children, spouse, parents, siblings—and those living in their same households whether or not related) are not eligible; “Sponsor’s Affiliates” includes all entities associated with Sponsor for purposes of this Contest, such as subsidiaries, affiliated companies, retailers, dealers, distributors, advertising agencies, promotional agencies, and judges. By participating, each entrant (“Entrant”) agrees to be bound by these Official Rules (the “Rules”) and the decisions of the judges, which are final and binding in all respects. Contest is subject to applicable federal, state and local laws and regulations.

2. CONTEST ENTRY PERIOD: The Contest entry Period begins at 01:00:00 a.m. Central Daylight Savings Time (“CDT”) on September 8, 2014 and ends at 11:59:59 p.m. CDT on October 3, 2014 (the “Contest Entry Period”). The contest will consist of thirty (30) days starting on September 8. Entries must be received during the Contest entry Period. Sponsor’s computer is the official time keeping device for the Contest.

3. CONTEST ENTRY GUIDELINES:

To enter: Submit one (1) tailgating photo and an optional caption or short paragraph containing no more than 200 words, which depicts your “ultimate tailgating experience” (“ultimate” may include, e.g., a notable tailgating setup or accoutrements, the tailgaters themselves, the tailgating location or occasion, or the tailgating activity pictured) in accordance with the judging criteria listed in Rule 5 below. The photos should be no larger than 2MB each and must be submitted as a .jpg or .png file. Upload your photo entry along with your optional caption or short paragraph and complete the Contest entry form on the “Power Up Your Tailgate” application accessible via the Briggs & Stratton Facebook Page, including your first and last name, email address, preferred contact phone number and full mailing address.

Any other form of entry is void. Any entry that, in the sole opinion of Sponsor, is considered obscene, indecent, objectionable, or otherwise not suitable for publication will be deemed ineligible. Limit one (1) entry per person/family/household. The entry must meet the following guidelines, as determined by Sponsor in its sole discretion:

- Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;

- Entry cannot contain content that infringes on any trademarks, logos or trade dress owned by others, or, as determined by Sponsor in its sole discretion, advertise or promote any brand or product of any kind other than Briggs & Stratton, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in Websites, television, movies or other media) without permission;
- Entry cannot contain materials which violate the right of publicity of any other person (including materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead) without permission; entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Entry cannot depict, and cannot itself, be in violation of any law.

Sponsor reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Contest entry Period, to request that any entrant resubmit his or her entry which fails to comply with the Contest entry requirements prior to any judging or voting period.

By submitting an entry you warrant and represent that the entry accurately reflects your actual experience and/or any depiction is known to be true and is based on your experience.

4. TO PARTICIPATE: To participate in the Contest, visit the Sponsor's Facebook page during the Contest Period at www.facebook.com/BriggsandStratton, click on the "like" button, if necessary, to "like" the Sponsor's Facebook page and proceed to contest entry form. All Entries submitted become the property of the Sponsor and will not be acknowledged or returned. All Entrants must have a valid email address. In the event of a dispute regarding Entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of the entry used to enter will be deemed to be the Entrant and must comply with these Rules. The authorized account subscriber is the natural person who is assigned to the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses.

5. WINNER SELECTION: Three (3) weekly winners will be selected on or about the following dates, with the selection made by Briggs & Stratton representatives from all eligible entries received during the prior 7-day period: September 15, 22, and 29, 2014. Entries will be selected at random. Weekly winners remain eligible for the Grand Prize.

One (1) Grand Prize winner will be selected from all eligible entries received during the entire Contest Period. Entries will be judged and one winner selected by Briggs & Stratton representatives based on the following Judging criteria: (1) the successful photo depiction of an "ultimate tailgating experience" (2) the quality of the photo. These criteria will be equally weighted. "Ultimate" is subjective and at the discretion of the judges. All judging decisions made by Briggs & Stratton representatives are final. All entries meeting the contest guidelines may be posted to photo gallery on the Sponsor's web page and/or Facebook page located at www.briggsandstratton.com and www.facebook.com/BriggsandStratton, respectively.

6. PRIZES: Three (3) weekly prizes: Weekly prizes will be the Briggs & Stratton P2000 - 1600 Watt PowerSmart Series™ Inverter Generator, Model # is 030553-00. Total ARV for all weekly prizes is \$2037.00; \$679.00 per prize unit.

One (1) Grand Prize: One grand prize winner will be awarded one (1) new Briggs & Stratton P3000 PowerSmart Series™ Inverter Generator, Model # 030545-00. Winner must accept delivery in the

manner and time specified by Sponsor. Total ARV for Grand Prize: \$1,299.00.

7. WINNER NOTIFICATION: Weekly winners will be notified by email on or about September 15, 22, and 29, 2014 from the previous week's entries. Grand prize winner will be notified by email on or about ten (10) days after the Contest Entry Period. If a Potential Winner is found not to be eligible or not in compliance with these Official Rules, the Potential Winner will be disqualified and prize will be forfeited. Sponsor is not responsible for any change of email, mailing address and/or telephone number of Entrants. Weekly and Grand Prize Winners may be required to complete, execute, and return an Affidavit of Eligibility and, where lawful, Publicity Release upon request. If Affidavit/Release is not returned within ten (10) business days of notification, prize will be forfeited. After verification, Weekly Prizes and Grand Prize will be shipped directly to the customer to the address indicated on his or her entry. Color, package, factory options, and other prize specifics to be determined by Sponsor and are subject to availability.

8. GENERAL CONDITIONS: BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. By entering, each Entrant agrees to release and hold Sponsor, Sponsor's Affiliates, and the officers, directors, employees, representatives, contractors, and agents of each such entity ("Released Parties") harmless from any and all liability whatsoever for any injury, loss, or damage of any kind to any person or property resulting from (i) acceptance, possession, or use or misuse of any prize, (ii) participation in this Contest or any Contest-related activities, or (iii) use of the entry in any manner. Except where legally prohibited, each winner grants (and will confirm that grant in writing) permission to Sponsor and Sponsor's Affiliates, exercised in their sole discretion, the right to use the winner's name, picture, likeness, voice, biographical information, and entry (whether altered, changed, modified, edited, used alone, or used with other works) at any time, in any form, in any media, without compensation of any kind and without notice, review, or approval.

By submitting an entry, each Entrant warrants that (i) the entry does not violate any law or regulation or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (ii) the Entrant has followed the Rules and has the right to grant the rights to a entry as provided in these Rules, (iii) the entry has not been published or submitted in any other competition; (iv) the entry is your original work; (v) the entry has not won previous awards; (vi) you have obtained permission from any person whose name or likeness is used in the entry; and (vii) that publication of the entry via various media including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsor and Released Parties from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a winner. Further, by submitting an entry, the Entrant grants permission for Sponsor and Sponsor's Affiliates to publish, post, adapt, edit, display, and/or modify or otherwise use the entry in any form, in any manner, and in any media, without any time or territorial limitation, deemed appropriate by Sponsor or the Sponsor's Affiliates, without compensation of any kind to Entrant. Entrant further agrees that submission of an entry is gratuitous and made without restriction, and will not place Sponsor under any obligation that Sponsor is free to disclose or otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to entrant. Entrant acknowledges that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than entrant. Sponsor reserves the right to screen Entries, but may post Entries to the Website without editing or other prior review. Entrants acknowledge that Sponsor has no obligation to use or post any entry submitted.

Uploading an entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries, all of which will be void.

Accepting a prize further constitutes the winner's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights. By accepting a prize, the winner agrees that his/her entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their entry. Sponsor reserves the right to alter, change or modify the winning entry, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

If you believe that an entry violates your copyright, please submit a claim of infringement to Briggs & Stratton in a written complaint that complies with the requirements below and deliver to our designated agent to receive notification of claimed infringement at:

By mail:

Briggs & Stratton Corporation
Attn: Home Power Products Marketing
PO Box 702
Wauwatosa, WI 53202-0702

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information: (a) A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed; (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials; (c) Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address; (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law; and (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c) (3). You should be aware that, under the Act, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorney's fees.

By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Wisconsin without giving effect to any choice of law or conflict of law rules. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Milwaukee County, Wisconsin.

9. LIABILITY LIMITATIONS: Neither Sponsor nor Sponsor's Affiliates are responsible or otherwise liable in any manner for any (i) lost, late, stolen, illegible, misdirected, non-delivered, or improperly captured entry/mail, (ii) lost, interrupted, or unavailable satellite, network, server, or other connection, (iii) accessibility or traffic congestion, miscommunication, or failed computer, network, telephone, satellite, cable, transmission line, or communication line, (iv) technical failure, malfunction, or difficulty, whether related to software or hardware, (v) jumbled, scrambled, delayed, or misdirected transmission, (vi) incorrect, incomplete, or inaccurate information or typographical errors, (vii) unauthorized access to, tampering with, or hacking into any Website or electronic device, or (viii) other error, omission, interruption, deletion, defect, or delay of any kind whether human, mechanical, electronic or network. Sponsor may, at its sole discretion, disqualify any individual who tampers with any entry or with the operation of the Contest, who acts in violation of these Rules or otherwise in a non-sportsmanlike or disruptive manner, or who displays any intent to threaten, abuse or harass any other person. If, for any reason, the Contest is affected by any computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical failure or other cause which, in the sole opinion of Sponsor, corrupts or otherwise affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may in its sole discretion cancel, terminate, modify, or suspend the Contest, and determine winners from Entries already received or as otherwise deemed fair and equitable by Sponsor. As a condition of entering, Entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all 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; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

IN NO EVENT WILL SPONSOR OR SPONSOR'S AFFILIATES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE CONTEST, INCLUDING ANY ACCESS TO OR USE OF THE WEBSITE OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM THE WEBSITE. EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. WINNERS LIST: To request a list of winners, write your complete name and address on a 3"x5" card and mail in a first class stamped envelope to: Briggs & Stratton, Attn: Home Power Products Marketing "Power Up Your Tailgate", PO Box 702, Milwaukee, WI 53202-0702 for receipt by December 5th, 2014.

SPONSOR: Briggs & Stratton Corporation, P.O. Box 702, Milwaukee, WI 53201-0702. This contest is in no way sponsored or administered by, or associated with Facebook.

PRIVACY POLICY: Please see the Sponsor's privacy policy located at <http://www.briggsandstratton.com/us/en/privacy-policy> for details of Sponsor's policy regarding the personal information collected in connection with this Contest. Winners' names may be included in a publicly available winners list. You are providing your information to the sponsor and not to Facebook.