

January 11, 2010  
Rousseau Métal inc. – 60<sup>th</sup> Anniversary Sweepstakes  
Official Rules – 9D (LEGALLY REVIEWED)  
Start: January 13, 2010  
Closes: December 31, 2010

# Rousseau Métal inc. – 60<sup>th</sup> Anniversary Sweepstakes

## OFFICIAL CONTEST RULES

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- 1. SPONSOR/SWEEPSTAKES PERIOD:** NO PURCHASE NECESSARY TO ENTER OR WIN. This Sweepstakes is governed by these Official Rules. VOID WHERE PROHIBITED. The Sweepstakes is sponsored by Rousseau Métal inc. (the "Sponsor"). The Sweepstakes starts at 12:00:01 AM Eastern Standard Time ("EST") on January 13, 2010 and closes at 11:59:59 PM EST on December 31, 2010 (the "Sweepstakes Period"). The Sweepstakes consists of five (5) Bi-Monthly Sweepstakes (each Bi-Monthly Sweepstakes occurring every two (2) months) to award five (5) Bi-Monthly Prizes from among all eligible entries received in each Bi-Monthly Sweepstakes Period and one (1) Grand Prize Sweepstakes to award the one (1) Grand Prize from among all eligible entries received throughout the Sweepstakes Period, as described below. All references in these rules are Eastern Standard Times, which shall control for all purposes of this Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is open to residents of Canada who have reached the age of majority in their province or territory of primary residence at time of entry and to legal residents of the United States and the District of Columbia (excluding, Florida, New York, Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions) who are eighteen (18) years of age or older or of the age of majority in their state of residence, whichever is older, at the time of entry. Employees of the Sponsor, their affiliated partners, Agents, Distributor Network, their respective advertising or promotional agencies, or the independent judging organization (such entities, collectively, the "Promotion Entities") or members of any such employee's immediate family (regardless of where they live) or persons with whom such employees reside (whether related or not) are ineligible to enter or win. "Immediate family" includes spouses or domestic partners and parents, siblings, children and their spouses and domestic partners. You must have a valid email address to participate. Email addresses received on-line shall be deemed to be submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Illegible and/or incomplete entries will not be accepted.
- 3. HOW TO ENTER:** To enter the Sweepstakes, visit [www.rousseau-metal.com](http://www.rousseau-metal.com) OR [www.rousseau-automotive.com](http://www.rousseau-automotive.com) (the "Sweepstakes Websites") and complete the "Entry Form" with your full name, complete mailing address (including zip code or postal code), daytime telephone number (including area code), a valid email address and if you would wish to do so, complete the four (4) survey questions. Next, if applicable, select the Bi-Monthly Prize that you would like to win (see section 4ii), confirm that you have read the Official Rules & Regulations and indicate whether you would like to receive information about future promotions and new products from the Sponsor. Upon doing so, click the "Submit" icon and you will receive one (1) entry into the applicable Bi-Monthly Prize Draw (see section 6a) and one (1) entry into the Grand Prize Draw (see section 6b). Entries must be received on or before 11:59:59 PM ET on December 31, 2010 (the "Sweepstakes Closing Date"). Limit of one (1) entry per seven (7) days (168 hours) per person. **PLEASE NOTE: If you enter the Sweepstakes after the last Bi-Monthly Sweepstakes Period has ended, you will only be eligible for entry into the Grand Prize Draw.** No person may enter by using different email addresses and no email address can be used to submit more than one (1) entry per seven (7) days (168 hours) per person during the Sweepstakes Period.
- 4. PRIZES:** There will be a total of six (6) prizes available to be won.
  - (i) Grand Prize:** There will be one (1) Grand Prize available to be won, consisting of one (1) 1209 lb Workstation with multi-drawer cabinet below, overhead cabinet and side heavy duty cabinet (Product # R5XUG-7601). Installation not included.  
The Grand Prize is available in the following colours (painted steel only) while supplies last as selected by the confirmed winners: Midnight Blue (057), Avalanche Blue (055), Classic Blue (052), Everest Blue (051), Glossy Sapphire Blue (560), Frost White (061), Light Gray (071), White (616), Charcol Gray (072), Boreal Green (102), Black (091), Glossy Black (902), Beige (041), Flame Red (081), Carmine Red (806) and Sienna Orange (085). The approximate retail value ("ARV") of the Grand Prize is maximum value \$5500.00 US and includes shipping fees and will only be shipped within Canada and/or US.
  - (ii) Bi-Monthly Prizes:** There will be a total of five (5) Bi-Monthly Prizes available to be won, (one (1) for each Bi-Monthly Sweepstakes Period) during the Sweepstakes Period. Each Bi-Monthly Prize will

consist of the winners product selected at time of entry, consisting of one (1) of the following:  
One (1) 589 lb heavy duty Multi-Drawer Mobile Cabinet, including a pair of 6" rigid casters; side handle and a steel top with rubber mat (Product # R5GHE-3822). Installation not included.

**OR**

One (1) 382 lb Full Equipment Workstation, including double unit frame; tilting shelves; plastic bin supports and work station light (Product # WSC0137). Installation not included.

**OR**

One (1) 691 lb Shelving unit with Heavy Duty Drawers, including Spider® mounting bracket and drawer with partitioning (Product # R5SHE-874803). Installation not included.

Bi-Monthly Prizes are available in the following colours (painted steel only) while supplies last as selected by the confirmed winners: Midnight Blue (057), Avalanche Blue (055), Classic Blue (052), Everest Blue (051), Frost White (061), Light Gray (071), White (616), Charcol Gray (072), Boreal Green (102), Black (091), Beige (041), Flame Red (081) and Sienna Orange (085). The approximate retail value ("ARV") of each Bi-Monthly Prize is maximum value \$2400.00 US and includes shipping fees and will only be shipped within Canada and/or US.

Prizes must be accepted as awarded without substitution, are not transferable, not for resale and have no cash surrender value. The Sponsor reserves the right, in the event that a Prize or any component of a Prize cannot be awarded as described, or becomes unavailable for any reason, to substitute another prize or component of a prize of equal or greater value. No cash substitute will be awarded. Limit of one (1) Bi-Monthly Prize per person during the Sweepstakes Period. If a winner would like additional accessories or options, they must purchase through a distributor. Prizes must be installed and assembled according to the manufacturer's assembly guide and recommendations.

**PLEASE NOTE: The ARV on prizing is based on US dollars and the ARV may vary between the US and Canada at time of being awarded. Winners are responsible for all federal, state, provincial and local taxes on a prize and any expenses not specified relating to the acceptance and use of a prize.**

**5. BI-MONTHLY SWEEPSTAKES PERIODS AND GRAND PRIZE SWEEPSTAKES.** There are five (5) Bi-Monthly Sweepstakes Periods and one (1) Grand Prize Sweepstakes in total.

Bi-Monthly 1 – begins 12:00:01 AM (EST) on January 13, 2010 and ends 11:59:59 PM (EST) on February 28, 2010

Bi-Monthly 2 – begins 12:00:01 AM (EST) on March 01, 2010 and ends 11:59:59 PM (EST) on April 30, 2010

Bi-Monthly 3 – begins 12:00:01 AM (EST) on May 01, 2010 and ends 11:59:59 PM (EST) on June 30, 2010

Bi-Monthly 4 – begins 12:00:01 AM (EST) on July 01, 2010 and ends 11:59:59 PM (EST) on August 31, 2010

Bi-Monthly 5 – begins 12:00:01 AM (EST) on September 01, 2010 and ends 11:59:59 PM (EST) on October 31, 2010

Grand Prize - begins 12:00:01 AM (EST) on January 13, 2010 and ends 11:59:59 PM (EST) on December 31, 2010

**6. DRAWS:** There will be five (5) Bi-Monthly Prize Draws and one (1) Grand Prize Draw.

(a) **Bi-Monthly Prize Draws:** Five (5) Bi-Monthly Prize Draws will be held on the dates noted below at approximately 10:00 AM (EST) in Oakville, ON by an independent judging organization from among all eligible entries received during the applicable Bi-Monthly Sweepstakes Period (see section 5). Odds of being selected for a Bi-Monthly Prize depend on the total number of eligible entries received during the applicable Bi-Monthly Sweepstakes Period. The Bi-Monthly Prize Draws will be held on the thirteenth (13<sup>th</sup>) day of the month following each Bi-Monthly Sweepstakes Period (excluding Bi-Monthly 1 and Bi-Monthly 5 which will take place on the fifteenth (15<sup>th</sup>) day: **Bi-Monthly 1** – March 15, 2010; **Bi-Monthly 2** – May 13, 2010; **Bi-Monthly 3** – July 13, 2010; **Bi-Monthly 4** – September 13, 2010 and **Bi-Monthly 5** – November 15, 2010.

(b) **Grand Prize Draw:** There will be one (1) Grand Prize Draw held on January 13, 2011 at approximately 10:00 AM (EST) in Oakville, ON by an independent judging organization from among all eligible entries received during the Sweepstakes Period. Odds of being selected depend on the total number of eligible entries received during the Sweepstakes Period.

**7. WINNER NOTIFICATION (for Canadian Residents ONLY):**

To be declared a Prize Winner, each selected entrant must answer correctly without assistance of any kind a mathematical skill-testing question posed by mail or telephone. If a selected entrant fails to answer or correctly answer the question, he/she will be disqualified and another entrant will be randomly chosen. Potential Winners who correctly answer the question will be notified by telephone and/or mail and/or email at the Sponsor's discretion using the contact information provided at the time of entry. If a winner is determined to be less than the age of majority in his/her Province of residence, then the potential Winner will be disqualified and an alternate winner will be selected in their place. The Sponsor shall have no liability if the winner notification is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, the potential winner does not respond within five (5) business days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable

to the potential winner, the potential winner will forfeit his or her prize and an alternate winner may be selected. Potential Winners will be required to sign a Declaration and Release Form (the "Release Form") to be returned within a specified time. If the potential winner is found to be ineligible for any reason, or declines a prize he/she will be disqualified and an alternate winner may be selected. The Sponsor will successively attempt to contact up to five (5) potential winners of the prize, and if there is still no confirmed winner of the prize in question after such attempts have been made, the Sponsor may determine at their sole discretion that the prize may go unawarded. The Prize will be coordinated with the winner upon receipt of his/her release Form. Prizes must be accepted and shipped within six (6) months of being confirmed a winner and will only be shipped within Canada or the US.

**8. WINNER NOTIFICATION (for US Residents ONLY):**

To be declared a Prize Winner, potential Prize winners will be notified by telephone and/or mail and/or email at the Sponsor's discretion using the contact information provided at the time of entry. If a winner is determined to be less than the age of majority in his/her state of residence or ineligible for any other reason, then the potential prize winner will be disqualified and an alternate winner will be selected. The Sponsor shall have no liability if the winner notification is lost, intercepted or not received for any reason. If, despite reasonable efforts, the potential winner does not respond within five (5) business days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable prize will be forfeited and an alternate winner will be randomly selected. If the potential winner is found to be ineligible for, or declines a prize for any reason prior to award, the potential winner will be disqualified and an alternate winner will be randomly selected. The Sponsor will successively attempt to contact up to five (5) potential winners of a prize in accordance with such procedure, and if there is still no confirmed winner of the prize in question after such attempts have been made, the Sponsor may determine at their sole discretion that the prize may go unawarded. To be declared a Prize winner, the selected entrant will be required to complete a Declaration of Eligibility and Liability Release and, as permitted by law, a Publicity Release (a "Declaration/Release"), to be returned within the time period specified thereon along with any other documentation that the Sponsor may require, or the selected entrant may be disqualified and another selected entrant may be declared the winner at Sponsor's sole discretion. The Prize will be coordinated with the winner upon receipt of his/her Declaration/Release. Prizes must be accepted and shipped within six (6) months of being confirmed a winner and will only be shipped within Canada or the US.

**9. GENERAL:** By entering the Sweepstakes, entrants agree to abide and be bound by the Official Rules and the decisions of the Sponsor and/or the independent judging organization with respect to all aspects of the Sweepstakes, which are final and binding in all respects relating to this Sweepstakes.

**10. GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity (including, without limitation, travel), or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made 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. The Promotion Entities assume no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen entries, email or mail or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsor reserves the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. The Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if they determine, in their sole

discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes. In such event the Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, 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/province or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, The Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated or suspended before the designated end date, notice thereof will be posted on the Sweepstakes web site and the Sponsor will (if possible) select winner(s) in a random drawing or drawings from all eligible, non-suspect entries legitimately 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 Official 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 Official 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. The Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these rules.

11. By entering and/or accepting a Prize, the winner consents to the use of his/her name, address (city and state or province) and/or photograph without further compensation, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Sweepstakes, except to the extent prohibited by law. If an entrant is a resident of the United States, by entering and/or accepting the Prize, entrants agree that the Sweepstakes shall be construed in accordance with the governing law and jurisdiction of the State of New York, excluding its conflict of law rules. If an entrant is a resident of Canada, subject to section 16 below, by entering and/or accepting the Prize, entrants agree that the Sweepstakes shall be construed in accordance with the laws of the Canadian Province of Ontario and the laws of Canada applicable therein, and only an Ontario court of competent jurisdiction shall have jurisdiction and venue over controversies arising out of, or relating to, the Sweepstakes.
12. The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (the "Régie") in the Province of Québec, to terminate or amend this Sweepstakes at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Sweepstakes is not capable of running as originally planned, such as tampering, the Sponsor reserves the right, with the consent of the Régie, to cancel the Sweepstakes.
13. **For Québec residents only:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
14. All entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into except with the selected potential winners. This Sweepstakes is subject to all applicable federal, state, provincial and local laws.
15. For the winner's list, send a self-addressed, stamped envelope by January 30, 2011 to: Rousseau Metal Inc. 105, avenue de Gaspé Ouest St-Jean-Port Joli (Québec), Canada G0R 3G0. The winner's list to be available May 01, 2011.
16. The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Sweepstakes and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor and its affiliates. By entering the Sweepstakes, all entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsor's privacy policy, which is available at [www.rousseau-metal.com](http://www.rousseau-metal.com) and [www.rousseau-automotive.com](http://www.rousseau-automotive.com)
17. **Sponsor.** The Sponsor of the Sweepstakes is: Rousseau Métal inc. 105, avenue de Gaspé Ouest St-Jean-Port Joli (Québec), Canada G0R 3G0