

Husqvarna Co-Creation Challenge: Rules and Agreement (“Rules”)

YOUR PARTICIPATION IN THE CHALLENGE CONSTITUTES YOUR ACCEPTANCE OF THESE RULES. PLEASE READ THEM CAREFULLY.

1 IMPORTANT DISCLAIMER: RELEASE AND WAIVER

- 1.1 **No obligation for Husqvarna.** You acknowledge and agree that no obligation of any kind is assumed by, nor may be implied against Husqvarna in connection with your participation in the Challenge or any Submission you make except as expressly stated in these Rules or in any other written contract with Husqvarna.
- 1.2 **No confidentiality.** Husqvarna shall not be under any obligation to compensate you for your Submission. You acknowledge and agree that no relationship of trust or confidence exists, nor is such relationship created or implied between Husqvarna and you in connection with your Submission. Unless otherwise explicitly agreed in writing, these Rules shall apply to all of your disclosures to Husqvarna relating to the Submission and the Challenge.
- 1.3 **Transfer of intellectual property rights to Husqvarna.** As further explained in Section 5 of these Rules below, by entering your Submission you agree that all intellectual property rights in it will be owned by Husqvarna. By transferring your rights you acknowledge that Husqvarna alone will be free to develop, make, market and sell products incorporating or based on your Submission and that you will not have the right to do so yourself.
- 1.4 **Similar ideas developed by Husqvarna.** Like other companies who design, develop and manufacture their own products and services, Husqvarna employs a substantial number of engineers and researchers who are constantly working to improve our existing products and services and to develop new products and services for our customers. You therefore acknowledge and agree that it is possible that an idea similar to yours has already been or is already being considered by Husqvarna and may already be in development.
- 1.5 **Release of claims.** In consideration of Husqvarna evaluating your Submission you hereby forever release, waive and acquit, Husqvarna, its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all claims, lawsuits, demands, liabilities and obligations arising in connection with, or relating to, your Submission and all of your disclosures relating to the Challenge to Husqvarna.

2 DEFINITIONS AND DATES

2.1	Husqvarna (or “we”):	Husqvarna AB (publ), Swedish company registration number 556000-5331
2.2	Participant (or “you”):	The participating individual who makes a Submission as described below
2.3	Challenge:	Husqvarna Co-Creation Challenge as described in

	more detail on the Challenge Website
2.4 Challenge Website:	https://husqvarna-cocreation.nos.co/
2.5 Submission:	Your submission of an idea to the Challenge
2.6 Challenge Submission Period:	June 24, 2020 (8:00am CET) to and including July 6, 2020 (23:00pm CET)
2.7 Evaluation and Judging Period:	July 7, 2020 to and including September 11, 2020
2.8 Winners Announced:	On September 17, 2020

3 ELIGIBILITY – WHO CAN TAKE PART IN THE CHALLENGE

- 3.1 **Individuals only.** To be eligible to participate in the Challenge, a Participant must be an individual, not acting in the course of a business. All participants must be at least 18 years old as of the date of Submission.
- 3.2 **Authorization.** To participate, you must register for the Challenge by following the registration and sign-up process on the Challenge Website. By registration and sign-up to the Challenge, you represent and warrant that you have the full right, power and authority to enter the Challenge and comply with these Rules.
- 3.3 **Husqvarna’s assessment.** We reserve the right to assess your eligibility and compliance with these Rules at any point during the Challenge. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance, or if we have reason to believe that you are not complying with the Rules, you may be disqualified, at our sole discretion. Husqvarna’s decisions are final and binding in all matters related to the Challenge.
- 3.4 **Non-eligibility.** The Challenge IS NOT open to:
- (i) Husqvarna employees or any individual involved with the design, production, promotion, execution, or distribution of the Challenge, and each member of their immediate family or household;
 - (ii) any Jury Member (defined below);
 - (iii) any other individual whose participation in the Challenge would or could create a real or apparent conflict of interest, or whose participation is or could be prohibited by an organizational ethical or conflict of interest policy.

4 SUBMISSION PROCESS AND REQUIREMENTS

- 4.1 **Idea via website.** In order to participate in the Challenge, you shall during the Challenge Submission Period, register for the Challenge and submit an idea as further described on the Challenge Website (“Idea”). Submissions that arrive after the end of the Challenge Submission Period will not be considered. Participants may enter more than one Idea during the Challenge.

4.2 **Scope of the submission.** Your submission must be within the following category:

Robotic mower accessory that minimizes risks of injury to small animals such as, for example, hedgehogs.

4.3 **What to submit.** As set out in section 1 above, Husqvarna will not treat any information received in connection with the Challenge as confidential. You shall only submit your Idea using the specific form and fields on the Challenge Website.

4.4 **Submission requirements.** You shall otherwise comply with the requirements specified on the Challenge Website.

5 INTELLECTUAL PROPERTY (IP) RIGHTS IN SUBMISSIONS

5.1 **IP in the Submission will be owned by Husqvarna.** By entering a Submission into the Challenge, you assign and transfer any and all intellectual property rights in or relating to the Submission to Husqvarna.

5.2 **Definition of intellectual property (IP).** By intellectual property, we mean patents, utility models, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

5.3 **Reproduction to the public.** In addition to the foregoing, Participant acknowledges and agrees that any or all Submission components may be displayed to the public including by way of example only Participant name, description, images, video, website.

5.4 **Further assistance.** Participant agrees to sign all documentation that may be required for Husqvarna and our designees to make use of the rights granted herein, if necessary.

5.5 **Warranties.** By entering the Challenge, you warrant and represent that the Submission:

- (i) is your own original work created by you or a work that you have obtained lawfully and/or via a valid license sufficient for the purposes of the Challenge;
- (ii) has not been submitted in any other competition or event;
- (iii) has not won a previous prize or award;
- (iv) does not violate any law, regulation or any right of any third-party, including but not limited to intellectual property rights such as patents, design rights, copyright

or trademark, or rights of publicity and/or privacy.

- 5.6 **Responsibility for infringements.** If you enter a Submission containing elements that are subject to the rights of another individual or entity, you will be responsible for any legal action the legal rights holder might take against you or Husqvarna. Likewise, you agree to indemnify Husqvarna against any claims made by individuals or entities claiming rights in the Submission that may contest Husqvarna's right to use the Submission in accordance with these Rules. Husqvarna is not responsible for any unauthorized use of the Submission by those accessing or viewing your Submission.
- 5.7 **No restriction on Husqvarna.** Without limiting the disclaimer in section 1, Participant understands that Husqvarna will not keep Submissions confidential and cannot control the information disclosed to Husqvarna or our representatives in the course of participating in the Challenge, or what we or our representatives will remember about your Submission. Participant also understands that we will not restrict work assignments of representatives who have had access to your Submission. By participating in the Challenge, Participant agrees that Husqvarna may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you.
- 5.8 **No compensation.** Participant understands that they will not receive any compensation or credit from Husqvarna for use of the Submission in connection with this Challenge, except as provided in these Rules (for example in relation to prizes).
- 5.9 **No obligation to use.** Husqvarna is not obliged to use the Submission for any purpose, even if it has been selected as a winning Submission.
- 5.10 **Husqvarna's IP rights.** To the extent Husqvarna provides to Participant any software, information, tools, products, or other materials, such software, information, tools, products, or other materials are provided on a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable basis for Participant to use only in connection with the Challenge. All other rights, licenses, or permissions are reserved by Husqvarna.
- 5.11 **No use of Husqvarna's trademarks.** Nothing in these Rules shall be interpreted as granting the Participant permission to use or display any of Husqvarna's trademarks (including any logo or brand) or rights in any Husqvarna technologies or other intellectual property. Moreover, nothing shall permit Participant to promote their participation or involvement in the Challenge without Husqvarna's prior written consent.

6 JUDGING

- 6.1 **Jury Members.** Eligible Submissions shall be evaluated by a panel of judges selected by Husqvarna (the "Jury Members"). Jury Members may be employees

of Husqvarna or external persons, may or may not be listed individually on the Challenge Website, and may change before or during the Judging Period. The Jury Members will determine the winner of the Challenge.

6.2 **Judging criteria.** The Jury Members will score eligible Submissions using the following criteria (the “Judging Criteria”):

- (i) Fits one or more Husqvarna Automower® models.
- (ii) Passes the hedgehog collision test that is described on the Challenge Website.
- (iii) Is easy to mount and detach.
- (iv) Has minimal negative impact on the robotic mower’s cutting performance and machine handling.
- (v) Is not available on the market before the end of the Judging Period.
- (vi) Is affordable (either a solution that people can build themselves or that can be manufactured at a reasonable price).
- (vii) Is designed to last minimum one season.

7 PRIZES

7.1 **Prizes.** The prizes for the Challenge are:

First prize: Automower® 25 Year Anniversary Edition + Automower® Fence for Automower + 30 000 SEK to a non-profit wildlife organization of your choice.

Second prize: Automower® Fence for Automower + 10 000 SEK to a non-profit wildlife organization of your choice.

Third prize: Automower® Fence for Automower + 5 000 SEK to a non-profit wildlife organization of your choice.

7.2 **Verification.** The prize award is not final until all documentation has been returned and the winner has been fully verified by Husqvarna. The final decision to designate a winner shall be made by Husqvarna in its sole discretion.

7.3 **Notification.** Potential winners will be notified using the email address provided by the Participant when entering the Submission. In order to receive a prize, the potential winner will be required to sign and return to Husqvarna, verification documents, liability/publicity release(s), and any applicable tax forms as determined by Husqvarna (“Required Forms”) and within a timeline set by Husqvarna.

7.4 **Disqualification.** Husqvarna may deem a potential winner ineligible to win if:

- (i) the potential winner does not respond to multiple emails or fails to sign and return the Required Forms within ten (10) business days of the Required Forms being sent, or responds and rejects the prize; and/or
- (ii) the Submission or the potential winner is disqualified for any other reason.

- 7.5 **Effect of disqualification.** If a prize is forfeited or if winners are disqualified, at Husqvarna's sole discretion and time permitting, the prize will be considered forfeited and Husqvarna may select an alternate prize winner from all remaining eligible entries, in Husqvarna's sole discretion; otherwise, the prize will remain the property of Husqvarna and will not be awarded.
- 7.6 **Substitutions.** The prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Husqvarna reserves the right to make equivalent prize substitutions at its sole discretion. The prize cannot be used in conjunction with any other promotion or offer. Husqvarna will not award a prize if there are no eligible Submissions entered in the Challenge.
- 7.7 **Responsibility for taxes.** The Participant will be wholly responsible for all income tax and other tax and contributions which may be payable in respect of the prize or other remuneration under these Rules or otherwise relating to the Challenge.

8 INDEMNIFICATION, RELEASE, AND EXCLUSION OF CONSEQUENTIAL DAMAGES

- 8.1 **Indemnification.** Participant releases, indemnifies, and holds harmless Husqvarna, and its respective subsidiaries, and affiliated companies, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "**Released Parties**") from and against any and all liabilities, fines, costs and expenses (losses) arising out of or resulting from any third party claim, suit, action or proceeding related to or arising out of or resulting from the Participant's (a) negligence, gross negligence, or willful misconduct; or (b) breach of any representation, warranty, covenant or obligation under these Rules (each an "Action"). Participant shall promptly notify Husqvarna in writing after it becomes aware of any Action and cooperate with Husqvarna at the Participant's sole cost and expense. Husqvarna shall take control of the defense and investigation of any Action and shall employ counsel of its choosing to handle and defend the Action at the Participant's sole cost and expense.
- 8.2 **No liability.** Without limiting the foregoing, the Released Parties shall have no liability in connection with:
- (i) any incorrect or inaccurate information, whether caused by Husqvarna's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Challenge including without limitation any use of open source software by Participant;
 - (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Challenge Website;
 - (iii) unauthorized human intervention in any part of the entry process or the Challenge;
 - (iv) technical or human error which may occur in the administration of the Challenge or the processing of Submissions;
 - (v) failure to obtain a necessary third party license, consent, or permission to any aspect of a Submission including without limitation any open source software used in the Submission;
 - (vi) any injury or damage to persons or property which may be caused, directly or

indirectly, in whole or in part, from the Participant's participation in the Challenge or receipt or use or misuse of any Prize.

- 8.3 **Lost Submissions.** The Released Parties are also not responsible or liable for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Participants (and Participant's failure to provide updated contact information). Proof of sending or submitting will not be deemed to be proof of receipt by Husqvarna.
- 8.4 **Resubmission.** If for any reason any Participant's Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Participant's sole remedy is to request the opportunity to resubmit its Submission. Such request must be made promptly after the Participant knows or should have known there was a problem, and will be determined at the sole discretion of Husqvarna.
- 8.5 **Exclusion of consequential damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT AGREES THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THESE RULES), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9 DATA PRIVACY AND PUBLICITY

- 9.1 **Processing of personal data.** Husqvarna may process personal data about you for the purpose of administering the Challenge, announcing the winners and promoting the results. Such personal data will include your name and phone number, email address, country of residence and any other information as provided on a voluntary basis as collected or obtained from the registration or Submission process or from participation in the Challenge. If you are the winner of the Challenge, we may also process your name and photos for promotional purposes. The legal basis of the processing is our legitimate interest to organize and promote this Challenge. The personal data will be transferred outside the EEA. All Participants have the right to request access to the personal data processed by Husqvarna, the right to request rectification or deletion of the personal data, the right to request restriction of processing and the right to object to the processing within the limitations set out in and according to applicable data protection legislation. Participants and team members may also file a complaint at the Swedish Data Inspection Board (Sw: *Datainspektionen*). More information about how we process personal data is set out in our External Privacy Notice which is available at <https://privacyportal.husqvarnagroup.com/int/privacy-notice/>.

- 9.2 **Consent to use of names and photos.** By participating in the Challenge you

consent to the use of your name and photos by Husqvarna, and third parties acting on their behalf for communication and advertising purposes if you are the winner of the Challenge. Authorized use includes advertising and promotional purposes. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. The duration of such consent is for a period of three years following the conclusion of the Challenge.

10 GENERAL CONDITIONS RELATING TO THE CHALLENGE AND THE RULES

- 10.1 **Compliance with the Rules and Husqvarna's decisions.** Participant will be bound by and comply with these Rules and the decisions of Husqvarna, and/or the Jury Members which are binding and final in all matters relating to the Challenge.
- 10.2 **Changing or suspending the Challenge.** The Challenge is provided by Husqvarna without warranty of any kind. Husqvarna reserves the right, in its sole discretion, to cancel, suspend, extend and/or modify the Challenge, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control including, without limitation acts of god and pandemics. If, due to any technical difficulty or unforeseen interruption, the Challenge Website, and/or any portion of the Challenge is interrupted, Husqvarna may (or may not) extend the designated deadlines, judging, or review periods, at Husqvarna's sole discretion. If any extension of time is approved, Husqvarna will notify the Participants and will update these Rules accordingly and all Participants will be bound to the updated Rules as they are posted on the last day of judging.
- 10.3 **Compliance with law.** Any attempt by any person to undermine the proper conduct of the Challenge may be a violation of criminal and civil law. Should Husqvarna suspect that such an attempt has been made or is threatened, it reserves the right to take appropriate action including but not limited to requiring a Participant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- 10.4 **Precedence of the Rules.** If there is any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Challenge materials, including but not limited to the Challenge Submission form, Challenge Website, advertising (including but not limited to television, print, radio or online ads), these Rules shall prevail.
- 10.5 **Changes to the Rules.** The Rules are subject to change at any time, including the rights or obligations of the Participant and. In order to make effective such change, Husqvarna will post the terms and conditions of the amended Rules on the Challenge Website and also provide notice of such change to the designated email address of each Participant. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Rules or, if no time is specified, the time of posting.
- 10.6 **Enforcement by Husqvarna.** Husqvarna's failure to enforce any term of these

Rules shall not constitute a waiver of that provision.

11 OTHER LEGAL TERMS AND CONDITIONS

11.1 **Independent Contractors.** The relationship between the Participant and Husqvarna is that of independent contractors. Nothing contained in these Rules shall be construed as creating any agency, partnership [Swedish: *enkelt bolag*], joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

11.2 **Severability.** If any term or provision of these Rules are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Rules. Upon a determination that any term or other provision is invalid, illegal or unenforceable, Husqvarna shall modify the Rules so as to effect the original intent of Husqvarna as closely as possible.

12 GOVERNING LAW AND DISPUTES

12.1 **Governing law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Participants and Husqvarna in connection with the Challenge, shall be interpreted and enforced according to and under the laws of Sweden without regard to any choice of law provisions thereof.

12.2 **Dispute resolution.** Any dispute arising out of or related in any manner to the Challenge or these Rules shall be referred to and finally determined by arbitration in accordance with the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be in Stockholm, Sweden and the language of the proceeding shall be English unless the Parties agree otherwise.

12.3 **Injunctive relief.** Notwithstanding the foregoing section 12.2, Husqvarna shall always be entitled to initiate proceedings in any court having jurisdiction for injunctive relief based on claims of unauthorized use of Husqvarna's trademarks or any other intellectual property rights of Husqvarna or in any other circumstances where Husqvarna reasonably believes that such equitable relief is needed to protect its interests or otherwise prevent harm or to preserve the status quo.