

## DEWALT "WORK HARD PLAY HARDER" PROMOTION - AUSTRALIA

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Stanley Black & Decker Australia Pty Ltd (ABN 82 000 021 938) of Level 2, 810 Whitehorse Road, Box Hill, 3128 ("**Promoter**").
3. Entry is open to Australian residents only aged 18 years or over.
4. Directors, officers, management, employees and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate and the agencies and companies associated with this promotion, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
5. Entries into the promotion open on 13/06/2019 and will close at 11:59pm AEDST on 31/12/2019 ("**Promotional Period**")
6. To be eligible to enter and to enter, individuals must undertake any of the following options:
  - a) purchase any DEWALT product, from any DEWALT stocking retailer nationally, during the Promotional Period ("**Qualifying Purchase**"). Purchases from Amazon are not eligible. For every dollar (including GST) spent on DEWALT products the entrant will be eligible to receive one (1) entry into the draw. For example, if an eligible individual is to spend \$24 (including GST) on DEWALT products during the Promotional Period, they will be eligible to receive twenty-four (24) entries into the draw. Individuals must then, visit [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au), follow the prompts to the promotion entry page, input the requested details (including full name, email address, mobile phone number, residential postcode, occupation, the amount spent on DEWALT products, the name of the retailer where the Qualifying Purchase was made) and then upload the purchase receipt for their Qualifying Purchase and submit the fully completed online entry form during the Promotional Period. One (1) online entry form must be submitted for each transaction/purchase receipt;  
  
Or
  - b) Hire any DEWALT product/machine from any Coates Hire retailer nationally during the Promotional Period. Individuals must then, visit [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) follow the prompts to the promotion entry page, input the requested details (including full name, email address, mobile phone number, residential postcode, occupation and the details of the DEWALT product/machines hired from Coates Hire) and then upload their Coates Hire invoice and submit the fully completed online entry form during the Promotional Period. Individuals will be awarded one (1) entry for each DEWALT product/machine hired from Coates Hire;  
  
Or
  - c) Sign up to the DEWALT e-Newsletter by:
    - a. Visiting [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) follow the prompts to the DEWALT e-Newsletter landing page, input the requested details and submit the fully completed registration form. By completing this step, individuals will receive one (1) entry into the draw or
    - b. For individuals submitting an entry in accordance with Clause 6 (a) and/or (b) above, sign up to the DEWALT e-Newsletter at the time of submitting their entry by way of a check box.

Individuals acknowledge that by signing up for the DEWALT e-Newsletter they agree to be added to the DEWALT database and receive electronic communications from the Promoter in accordance with clause **29**.

7. Multiple entries are permitted, subject to the following: (a) each entry must be submitted in accordance with the entry requirements; and (b) only one (1) entry is permitted per person for signing up to the DEWALT e-Newsletter in accordance with clause 6. c. above.
8. Incomplete or ineligible entries will be deemed invalid. Cancelled Qualifying Transactions, cancelled payments, any product (or hire) that is not fully paid for will not be eligible for this promotion.
9. Entrants must retain their original purchase receipt(s)/invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period prior to entry.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 Australia at 11:00am AEDST on 20/01/2020 in the presence of an independent scrutineer. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and in writing within two (2) business days of the draw and their name will be published online at [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) on 30/01/2020. In the event the winner is an SA resident, their name will also be announced in The Advertiser on 30/01/2020.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn from all valid entries received, will win a SUPERTOURER RAM 1500 LARAMIE (**with automatic transmission**) and the following inclusions:
  - RAM RHINO PIONEER PLATFORM, BACKBONE, 1500 & 2500
  - REDARC TOWPRO AND ANDERSON PLUG
  - SINGLE COLOR FULL WRAP (AVERY COLORS)
  - PCOR 1/2 CANOPY .84Lx0.77Wx0.88H, BLACK, INC DIVIDER DRAWER
  - PCOR, 1/2 CANOPY, BATTERY BOX
  - RAM DR LIGHT ON BULLBAR - 1 X 900 QUAD OPTICS COMBO
  - SINGLE LIGHTBAR RACK MOUNT XRAY 1200mm QUAD OPTIC
  - WAECO CFX50 FRIDGE/FREEZER FITTED INTO CANOP
  - SUPERTOURER MSA DS45 EXT FITTED
15. Total prize value is up to AU\$179,000 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest authorised RAM dealership.
16. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all

required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

17. If for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited. The Promoter reserves the right to award the prize to a reserve entry drawn, if an originally drawn winner is ineligible.
18. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/ or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is up to AUD\$179,000.
20. Subject to clause 15, the prize is not transferable. The prize is not refundable or exchangeable and cannot be taken as cash.
21. A draw for the prize if unclaimed may take place on 20/04/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required) will be notified by telephone and in writing within two (2) business days of the draw and their name will be published online at [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) on 28/04/2020. In the event the winner is an SA resident, their name will also be announced in The Advertiser on 28/04/2020.
22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
25. As a condition of accepting the prize, the winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
26. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the promotion and they will not be reimbursed regardless of whether or not they win the promotion. For more information refer to:  
[https://www.ato.gov.au/General/Fringe-benefits-tax-\(fbt\)](https://www.ato.gov.au/General/Fringe-benefits-tax-(fbt)).
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of the prize.
29. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.stanleyblackanddecker.com/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI of Australian entrants to any entity outside of Australia.

**NSW Permit No. LTPS/19/35313. ACT Permit No. TP19/03520. SA Permit No. T19/924**