

**“DEWALT WORK HARD PLAY HARDER 2021 / 2022 PROMOTION”
PROMOTION**

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
4. The promotion commences for purchases on 01/10/21 and ends for purchases at 11:59pm AEDT on 31/03/22 (“**Purchase Period**”). The promotion commences for entries on 01/10/21 and ends for entries at 11:59pm AEST on 07/04/22 (“**Entry Period**”).
5. To be eligible to enter individuals must purchase any DEWALT product, from any DEWALT authorised stockist retailer in Australia or New Zealand during the Purchase Period (“**Qualifying Transaction**”). 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 Purchase Period, they will be eligible to receive twenty-four (24) entries into the draw.

For the removal of doubt, purchases of a DEWALT product from a retailer that is not a DEWALT authorised stockist retailer (e.g. eBay, Amazon) are not eligible for entry into the promotion.

6. To enter, after completing a Qualifying Transaction, individuals must complete the following steps during the Entry Period:
 1. visit www.guaranteedtough.com.au (for Australian residents) or www.guaranteedtough.co.nz (for New Zealand residents);
 2. follow the prompts to the promotion entry page;
 3. input the requested details (including full name, email address, mobile phone number, residential postcode, occupation, the amount spent on DEWALT products and the name of the retailer where the Qualifying Transaction was made);
 4. upload the purchase receipt for the Qualifying Transaction; and then
 5. submit the fully completed online entry form.
7. Alternatively, individuals can receive one (1) entry into the draw by:
 1. visiting <https://www.guaranteedtough.com.au/signup> (for Australian residents) or <https://www.guaranteedtough.co.nz/signup> (for New Zealand residents);
 2. creating an account; and
 3. opting to receive marketing communications from DEWALT.
For removal of doubt, no Qualifying Transaction is required for this entry method.

8. Multiple entries permitted, subject to: (a) only one (1) entry is permitted per email address; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Entrant must retain proof of purchase. The proof of purchase required is an original or copy of the original receipt. Purchase receipt(s) must clearly specify the store of purchase, that a Qualifying Transaction was made and that the Qualifying Transaction was made during the Promotional Period but prior to entry. 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.
10. Incomplete or ineligible entries will be deemed invalid. Cancelled Qualifying Transactions, cancelled payments and any product that is not paid for in full will not be eligible for entry into the promotion.
11. 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.
12. 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.
13. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 Australia at 11:00am AEST on 28/04/22 in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and email and their name will be published online at www.guaranteedtough.com.au and www.guaranteedtough.co.nz from 05/05/22.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win one (1) Chevrolet Silverado LT Trail Boss vehicle (in black with 10-speed automatic transmission and standard options) valued at up to AUD\$112,339 OR NZD\$127,284, inclusive of 12 months registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary).
16. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the prize from their nearest authorised metropolitan Chevrolet dealership in Australia or New Zealand. Any expenses associated with taking delivery of the vehicle will be at the winner's own expense.
17. If the winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, the winner may assign the vehicle 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 vehicle is awarded.

18. 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.
19. If, for any, reason the winner does not take the prize by the time stipulated by the Promoter, then 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.
20. 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.
21. Total prize pool value is up to AUD \$112,339 OR NZD\$127,284.
22. Subject to clause 17, the prize is not transferable. The prize is not refundable or exchangeable and cannot be taken as cash or re-sold unless stated otherwise.
23. A draw for the prize if unclaimed may take place on 28/07/22 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 and www.guaranteedtough.co.nz from 04/08/22.
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. 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.
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. Australian entrants can refer to the following link for more information: [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) use of a 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 to any entity outside of Australia.
30. The Promoter is Stanley Black and Decker Australia Pty Ltd (ABN: 82 000021 938) of 810 Whitehorse Road, Box Hill VIC 3182 (ph: 1800 338 002) Stanley Black & Decker NZ Ltd (NZBN: 9429 0000 69380) of 39 Business Parade North, East Tamaki, Auckland 2013 (New Zealand) (ph: 1800 421 005). ("**Promoter**").

NSW Authority Number TP/01166. ACT. TP21/01078. SA. T21/970.