

“3-THRU-3 CHALLENGE”

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 individuals who are:
 - a) Australian and New Zealand residents;
 - b) aged 18 years or over;
 - c) have the expertise and experience to safely handle and operate all relevant Challenge (define below) equipment and materials, which includes the DCD805 Combi Drill with DT90243-QZ Drill Bit (“**Drill**”), the DCF850 Impact Driver with DWAF2PH2IR5 Screwdriver Bit (“**Impact Driver**”) and the DCBP034-XJ Compact POWERSTACK™ Battery (together, the “**Challenge Tools**”).
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. Promotion commences 21/03/2024. Entries close 3:00pm AEDT on 17/11/2024 (“**Promotional Period**”).
5. 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.
6. The Promoter will hold a number of “**Qualifying Events**” where eligible entrants will complete in the Challenge as outlined below. There will be up to forty (40) Qualifying Events held across Australia and New Zealand. The current list of Qualifying Events and where they are located can be found at GuaranteedTough.com.au.
7. To enter into the promotion, individuals must complete the following steps during the Promotional Period;
 - Attend a Qualifying Event to attempt the Challenge;

- Prior to competing at the Qualifying Event, entrants will be required to complete and sign a waiver and release form confirming that the entrant:
 - (a) is eligible to participate in the Competition;
 - (b) is not under the influence of alcohol or drugs;
 - (c) has the necessary experience and expertise to operate the Challenge Tools and otherwise participate in the Competition;
 - (d) will at all times operate the Challenge Tools and otherwise behave in a safe and prudent manner for their own safety and the safety of others;
 - (e) acknowledges and understands that the Competition may involve strenuous physical activity and that there is a risk of personal injury and/or property damage;
 - (f) agrees to the limitations and releases of liability in the “Liability” section below;
 - (g) grants the publicity rights set out in the “Publicity” section below; and
 - (h) agrees to the rules of the Challenge and these Terms and Conditions.
- A new entry form will be required for each Qualifying Event attended by the entrant.
- The entrant will then have an opportunity to participate in the Challenge described below.

8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Challenge attempt; (b) only one (1) entry/Challenge attempt permitted per day; and (c) each entry must be submitted separately and in accordance with entry requirements.

9. The object of the “**Challenge**” is for each entrant to safely complete a series of steps in the fastest time. Entrants must use the Challenge Tools to safely drill three holes into the board provided and then drive three screws flush into a second board provided. For the purpose of the Challenge, “flush” means that the top of the head of the screw is level with or below the surface of the board.

10. Entrants must use the protective equipment and clothing provided by the Promoter and must remain in the Challenge area throughout their attempt. Entrants must use the Challenge Tools in the mode and speed pre-set by the Promoter.

11. The Challenge must be completed strictly in accordance with the steps set out below (“**Qualifying Criteria**”) to be considered a qualifying entry (“**Qualifying Entry**”):

- entrant must move safely to the rig as directed by the Promoter’s representatives;
- with the same hand the entrant will use to operate the relevant Challenge Tool (“driver hand”) - start the timer;

- with the driver hand - remove the Drill from its holder;
 - with the driver hand - use the Drill to drill three holes into the board mounted on the rig, so that each drilled hole removes the pre-marked locations in a horizontal row);
 - take off the POWERSTACK™ battery and put the Drill back into its holder;
 - pass the POWERSTACK™ battery through the hole in the rig, to yourself as you walk to the other side of the rig;
 - with the driver hand - remove the Impact Driver from its holder;
 - attach the POWERSTACK™ battery to the Impact Driver;
 - with either hand - take the three screws, individually or collectively, from the rig (entrants must not touch any of the screws prior to this step);
 - with the driver hand - using the Impact Driver, drive each of the three screws into the coloured dots marked on the board provided, so that each screw is flush with the board. Each screw must intersect with the pre-marked locations in a horizontal row;
 - with the driver hand - put the Impact Driver back into its holder; and
 - with the driver hand - stop the timer.
12. Once an entrant has completed the Challenge, their attempt will be assessed against the Qualifying Criteria and then either classified as a Qualifying Entry or disqualified. The decision of the Promoter's representatives at the Qualifying Event will be final.
 13. Winners will be determined after each Qualifying Event. The Promoter may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
 14. Incomplete or indecipherable entries, as well as entries that do not adhere to the Qualifying Criteria will be deemed invalid.
 15. If for any reason a winner does not take a prize (or an element of the prize) at / by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
 16. Each event winner will appear on a competition leader board, which will be available at <https://www.guaranteedtough.com.au/3thru3> during the Promotional Period. The Qualifying Entry with the fastest time will appear at the top of the leader board, followed by the next fastest, and so on. The leader board will be updated after each Qualifying Event.
 17. At the end of the Promotional Period, once all Qualifying Events have been completed, the Major Prize winners will be determined by their position on the final leader board, subject to verification and confirmation by the Promoter.
 18. The first best valid entry from all Qualifying Events, as determined by the judges, will win a selection of locally stocked DEWALT tools of the winner's choosing up to the value of AU\$7,500 ("**Major Prize 1**").

19. The next best valid entry from all Qualifying Events, as determined by the judges, will win a selection of locally stocked DEWALT tools of the winner's choosing up to the value of AU\$2,500 ("**Major Prize 2**").
20. The next best valid entry from all Qualifying Events, as determined by the judges, will win a selection of locally stocked DEWALT tools of the winner's choosing up to the value of AU\$1,000 ("**Major Prize 3**").
21. The best valid entry from each Qualifying Event, as determined by the judges, will each win a DEWALT tool kit valued at up to \$299 ("**Minor Prize**").
22. 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.
23. Winners will be notified by telephone and/or email.
24. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on speed of their entry. In the event of a tie between two (2) or more entrants, the winner will be determined through a reattempt of the challenge by the tied entrants.
25. The Promoter's decision is final and no correspondence will be entered into.
26. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend, substitute or modify a prize.
27. If any prize (or part of any 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.
28. Total prize pool value is up to AU\$22,960.
29. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
30. 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.
31. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.

32. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.
33. 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) if a Qualifying Event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use / participation in a prize.
34. 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 and prize suppliers. 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/global-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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

35. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
36. The Promoter is Stanley Black & Decker (ABN 82 000 021 938) of Level 2, 810 Whitehorse Rd, Box Hill, VIC 3128.