

“DEWALT GET ON TACK” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize forms 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. Entrants acknowledge that in order to accept the prize, they must hold either a valid Australian or New Zealand driver's licence.
3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) 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 cousin.
4. Entries into the promotion open on 13/04/26 and close at 11:59pm AEST on 31/07/26 (“**Promotional Period**”).
5. A participating store is any store located in Australia and New Zealand that stocks the Eligible Products (defined below) (each a “**Participating Store**”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase any DEWALT Product (each an “**Eligible Product**”) from a Participating Store (“**Qualifying Transaction**”). Entrants will receive one (1) entry for every Australian or New Zealand dollar spent on Eligible Product/s. For example, if an entrant spends AU\$50.00 or NZD\$50.00 (depending on the entrant's country of residence) on Eligible Product/s, they will earn 50 entries into the draw. In the event that a purchase receipt is not provided to an entrant for their Qualifying Transaction, it is the entrant's responsibility to request one.
7. To enter, individuals must then, during the Promotional Period, visit <https://www.guaranteedtough.com.au/getontrack>, follow the prompts to the promotion entry page, input the requested details (including but not limited to their full name, email address, mobile number and date of birth), upload their purchase receipt and submit the fully completed entry form. Once an entrant has submitted an entry, a message will appear on the screen informing the entrant if the entry has been successfully submitted.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Australian or New Zealand dollar spent on Eligible Product/s; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Entrants must retain a copy of their purchase receipt(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 Eligible Product/s purchased, the Participating Store of purchase and that the purchase was made during the Promotional Period but 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. Incomplete or indecipherable entries will be deemed invalid.
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 Level 3/162 Collins Street, Melbourne VIC 3000 at 10:00am AEST on 03/08/26, 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 email within seven (7) days of the draw, and their details will be published (first initial, surname and postcode) online at <https://www.guaranteedtough.com.au/> (if the winner is an Australian resident) or at <https://www.guaranteedtough.co.nz/> (if the winner is a New Zealand resident) on 05/08/26.
14. The Promoter's decision is final, and no correspondence will be entered into.
15. The first valid entry drawn will win one (1) DEWALT x McLaren Track Experience for two (2) adults at Silverstone Race Circuit, UK, valued at up to AUD\$25,000 (for Australian residents) and up to NZD\$30,000 (for New Zealand residents) (depending on point of departure). The prize must be taken between 01/09/26 and 04/09/26.

Prize includes:

- Two (2) x return economy airfares from the winner's nearest Australian or New Zealand capital city to London, UK;
 - Return private transfers for two (2) adults from London Airport to the accommodation in Northamptonshire, UK;
 - One (1) x driving experience for the winner and their companion at Silverstone Race Circuit, UK. For clarity, the winner and their companion will drive the vehicle themselves at Silverstone Race Circuit with a McLaren driving instructor as the passenger. In order to participate in this element of the prize, the winner and their companion must each have a valid Australian or New Zealand driver's licence;
 - Three (3) x nights trackside accommodation at Escapade Silverstone in Northamptonshire, UK; and
 - AUD\$2,000 Digital Visa Gift Card (winner only).
16. Additional spending money, additional transfers, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between 01/09/26 and 04/09/26 and is subject to booking and flight availability.
 17. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of the individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. For clarity, the winner's travel companion must be aged 18 years or over. The Promoter will not be responsible if the winner or their companion is refused entry into the UK for any reason.
 18. Any ancillary costs associated with redeeming the Digital Visa Gift Card are not included. Any unused balance of the Digital Visa Gift Card will not be awarded as cash. Redemption of the

Digital Visa Gift Card is subject to any terms and conditions of the issuer including those specified on the Digital Visa Gift Card.

19. The winner of the driving experience element of the prize ("**Activity**") and their companion acknowledge that the Activity is a dangerous activity that may result in injury or death and participate at their own risk. The winner and their companion must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or their companion from participating in the Activity if, at any time, they reasonably believe that the winner or their companion pose a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. Prize must be taken on the date stipulated by the Promoter at the time of winner notification and is subject to booking availability. If the Activity is varied for any reason beyond the control of the Promoter, it may not be rescheduled, and no compensation will be offered.
20. Subject to the unclaimed prize draw clause, if for any reason the winner does not take/ redeem 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.
21. 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.
22. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. Total prize pool value is up to AUD\$25,000 for Australian residents and up to NZD\$30,000 for New Zealand residents.
24. The prize must be claimed by 11:59pm AEST on 17/08/26 (for the original winner) and by 11:59pm AEST on 30/08/26 (for the winner of the unclaimed prize draw, if any).
25. A draw for the prize, if unclaimed, may take place on 18/08/26 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within seven (7) days of the draw and their details will be published (first initial, surname and postcode) online at <https://www.guaranteedtough.com.au/> (if the winner is an Australian resident) or at <https://www.guaranteedtough.co.nz/> (if the winner is a New Zealand resident) on 21/08/26.
26. In the event of war, terrorism, state of emergency, government lockdown, 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, subject to any written directions from a relevant regulatory authority.
27. 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.

28. 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.
29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. 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.
31. 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 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.
32. 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 the driving experience 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) taking/use of a prize.
33. As a condition of accepting the prize, the winner must 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.
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, prize suppliers and, as required, to Australian or New Zealand 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/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, New Zealand Information 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 and New Zealand (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 or New Zealand Information Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and or New Zealand Information Privacy Principles and agree that the Promoter is not liable in this regard.

35. The Promoter is Stanley Black and Decker Pty Ltd (ABN 82 000 021 938) of Level 2, 810 Whitehorse Road, Box Hill VIC 3128, Telephone 1800 950 847 ("**Promoter**").

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