

“DEWALT CHANCE TO WIN” PROMOTION - AUSTRALIA

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 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. Entries into the promotion open on 06/09/2021 and close at 5:00pm AEST for online entries or last mail received for mail entries on 04/10/2021 (“**Promotional Period**”).
5. To enter, individuals must undertake entry either online or via a manual entry form by completing the instructions during the Promotional Period:

Online

- Click ‘Sign up’ or ‘Subscribe’ on a promotional post promoting this promotion either on Facebook or Instagram;
- Follow the prompts and enter the requested details;
- Input the requested details;
- Check the boxes agreeing to (a) enter this promotion; (b) to the full Terms and Conditions; and (c) to sign up to receive promotional emails from the Promoter; and then
- Submit the fully completed online entry form.

Manual Entry

- Handwrite their full name, residential address, email address and mobile telephone number on a piece of paper; and then
- Send it in a stamped envelope to:
‘DEWALT Chance To Win Promotion’

Stanley Black & Decker
Level 2,810 Whitehorse Road
Box Hill VIC 3128.

IMPORTANT: The envelope must clearly include the name of the promotion “**DEWALT Chance To Win Promotion**” for the entry to be deemed valid.

6. Only one (1) entry is permitted per person, regardless of the method of entry.
7. 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.

8. Incomplete, indecipherable or illegible entries will be deemed invalid.
9. 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.
10. The promotion will be divided into two (2) entry periods, entry period 1 ("Entry Period 1") and entry period 2 ("Entry Period 2"). Entries open and close for each entry period on the dates/times listed in the table below:

Entry Period	Entries Open	Entries Close	Draw Date	Publication Date
Entry Period 1	06/09/2021	11:59pm AEST (online Entries) and last mail (mail entries) on 20/09/2021	<u>23/09/2021</u>	<u>07/10/2021</u>
Entry Period 2	21/09/2021	11:59pm AEST (online Entries) and last mail (mail entries) on 04/10/2021	<u>07/10/2021</u>	<u>21/10/2021</u>

11. The draw for each Entry Period will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 10:00am on the dates outlined in the table above. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Non-winning entries from Entry Period 1 will roll over into Entry Period 2. Winners will be notified in writing by email within two (2) business days of the relevant draw. Winner's will have their name published online at www.guaranteedtough.com.au on the dates outlined in the table above. In the event the winner is a resident of South Australia their name will also be published in The Advertiser on 18/10/2021.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn from Entry Period 1 will win a DCK500M2L-XE- 18V XR 5-piece Kit valued at \$999.
14. The first valid entry drawn from Entry Period 2 will win a DXPW3495PR 3400PSI 9.5L Petrol Pressure Washer W. 18V Battery & Charger valued at \$1,375.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a 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.
16. 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, subject to any written directions from a regulatory authority.
17. Total prize pool value is AUD\$2,374. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. A draw for any unclaimed prizes may take place on 10/01/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within two (2) business days of the draw. The Australian winner (if one is required) will have their name published online

at www.guaranteedtough.com.au on 17/01/2022. In the event the winner is a resident of South Australia their name will also be published in The Advertiser on 17/01/2022.

19. 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.
20. 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.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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.
23. 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.
24. As a condition of accepting the prize, a prize, a 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.
25. 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/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. The Promoter will not disclose PI to any entity outside of Australia.

26. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php OR the Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>
27. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
28. The Promoter is STANLEY BLACK & DECKER AUSTRALIA PTY LTD (ABN 82 000 021 938) of 810 Whitehorse Road, Box Hill, Victoria 3128, telephone 1800 338 002.