



TERMS & CONDITIONS

("PROMOTIONAL OFFER") TERMS AND CONDITIONS

For NSW customers only – Disclosure under the *Fair Trading Act 1987 NSW (FTA)*.

For the purposes of s47A of the FTA, we disclose to consumers the substance and effect of certain clauses in these Terms and Conditions:

- *Use of personal information* – we may use your personal information to provide the Promotion and to inform you of upcoming offers and research and we may provide your personal information to third parties to enable you to participate in the Promotion – clauses 41 and 42
- *Eligibility requirements* – we require you to meet certain requirements in order to be eligible for the Promotion – clauses 10-15, 18, 19, 21
- *Limitations on redemptions* – a maximum of 5 redemptions can be made per Participant in each Promotion Period – clause 19
- *Right to refuse participation in promotion* – if we believe that you have not complied with the terms and conditions or have acted in bad faith, then we may disqualify you from being able to participate in the Promotion – clauses 18,20,24-26, 33
- *Right to substitute items* – we may substitute Gifts with items of equal price or performance – clause 29
- *Limitations of liability* - we exclude liability for loss and damage – clause 44
- *Delays in delivering goods* – we are not responsible for any delays in delivery of Gifts – clauses 38,39

Information on how to enter the Promotion forms part of these Terms and Conditions. Customers who participate in this promotion (**Participants**) agree to these Terms and Conditions.

If the Participant does seek to participate in any Promotion, then the Participant will be treated as having accepted these Terms and Conditions.

The Promotion

1. The Promoter is STANLEY BLACK & DECKER AUSTRALIA PTY LTD ABN 82 000 021 938, ("**Promoter**") of 810 Whitehorse Road, Box Hill, VIC 3128 AUSTRALIA.
2. From time to time, the Promoter will offer certain products that can be redeemed by a Participant subject to these Terms and Conditions being satisfied (**Promotion**).
3. The products for any Promotion will be listed at guaranteedtough.com.au (**Website**) and will be varied and updated without notice to Participants (**Promotion Products**).
4. Purchasing the Promotion Products in accordance with these Terms and Conditions may enable a Participant to be eligible for a free gift set as featured on the Website (**Gift**).

Certain persons automatically ineligible to participate

9. Employees (and their immediate families) of the Promoter, resellers 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 cousins.

Eligibility of Participants

10. To be eligible to participate in the Promotion, a Participant must, during the Promotion Period and prior to the relevant Promotion End Date:
 1. Make a Qualifying Purchase from any DEWALT stockist.
 2. Visit the Promoter's website: guaranteedtough.com.au and fully complete the online redemption form including provide all requested information (**Online Redemption Form**).
11. A "Qualifying Purchase" is the purchase of product that is listed at guaranteedtough.com.au from a DEWALT stockist during the relevant Promotion Period.
12. Participation in the Promotion is restricted to Participants that at the time of submitting their Online Redemption Form:
13. are Australian residents; and
14. are aged 18 years or over; and
15. have purchased the Promotion Products from a DEWALT stockist for their personal use; and
16. during the relevant Promotion Period purchased the Promotion Products that are listed at guaranteedtough.com.au; and
17. have submitted their claim (including all requested documentation) to the Promoter using the website guaranteedtough.com.au before the relevant Promotion End Date; and
18. satisfy all of these terms and conditions; and
19. are in possession of the Promotion Products that were purchased from a DEWALT stockist that forms part of the claim in the Online Redemption Form.
20. Business, company and trade purchasers are not entitled to participate in the Promotion.

21. The Promotion is not available in conjunction with commercial tenders or bulk orders. Resellers are not eligible to claim on behalf of 3rd party customers.
22. If the Promotion Product is returned or exchanged after the submission of the Online Redemption Form by the Participant, the Promoter may, in its absolute discretion:
 1. Reject the Online Redemption Form; and/or
 2. Refuse to dispatch any redemption; and/or
 3. Disqualify the Participant from participating in the Promotion; and/or
 4. If the redemption has been dispatched, demand payment of recommended retail price of the redemption gift from the Participant.

Identity of Participant

16. The name of the Participant submitted in the Online Redemption Form must match the name on the purchase receipt or the credit/debit card that purchased the Qualifying Purchase. If there is a discrepancy between the identity of the purchaser, the name on the credit/debit card, and/or the name of the Participant noted on the Online Redemption Form, the claim submitted by the Online Redemption Form will be deemed invalid and is incapable of being resubmitted to the Promoter.
17. The Promoter may require entrants to provide these and/or information regarding the circumstances of Product purchases to the Promoter or its agent as part of the entry verification process. Failure to provide these to the Promoter's satisfaction will result in an invalid entry (and, at the Promoter's discretion, in all of the entrant's entries being invalid).

Proof of purchase

18. To verify each entry entrants must retain the original purchase receipt(s). Proof of purchase is a strict condition / requirement for redemption. The Promoter may request the Participant provide the original purchase receipt. Failure to produce the original proof of purchase will invalidate the claim made by the Participant in the Online Redemption Form.

Maximum and multiple redemptions

19. A Participant may only make a maximum of five (5) redemptions during any one Redemption Period. If more than five redemptions are sought during the relevant Redemption Period, the Promoter, in its absolute discretion will determine which Online Redemption Form(s) it will reject.
20. Multiple entries are permitted to a maximum of five (5) claims per customer, however, claims must be submitted individually through the Website . If a Participant is unable to provide proof of purchase for all entries, then all the entries of that Participant will be deemed invalid. Sharing receipt / invoice numbers is not allowed. If the Promoter reasonably believes that an entry has been made on this basis, the Promoter will invalidate all entries affected.

All claims to be submitted by Promotion End Date

21. All claims made by a Participant under the Promotion must be made by the Participant by the Promotion End Date. No extensions of time will be granted

Promoter's right to investigate

22. The Promoter reserves the right to investigate any information contained in the Online Redemption Form and to request further information from the Participant in support of the Participant's participation in the Promotion.
23. The Promoter may request further information from the Participant such as the Participant's proof of address, name, age, occupation, employer, bank/credit card statements and any other information the Promoter may reasonably require.
24. Failure by the Participant to provide any information requested by the Promoter will result in the Online Redemption Form being invalid.
25. Any discrepancies in the information contained in the Online Redemption Form and the information provided by the Participant to the Promoter will result in the Online Redemption Form being invalid.
26. Incomplete Online Redemption Forms or failure to provide information requested by the Promoter will result in the Online Redemption Form being invalid.
27. The Participant consents to the Promoter contacting the Participant by email and telephone to discuss the Promotion.

Acceptance of claims sought by Online Redemption Form.

28. Once the Promoter has validated all information provided by the Participant, if the claim is approved, the Participant will receive an email confirming:
29. acceptance of the Online Redemption Form; and

30. the Gift that will be sent to the Participant.
31. The Promoter will make all reasonable attempts to provide the Gift nominated in the Online Redemption Form to the Participant, but if the Gift is unavailable, the Promoter reserves the right to substitute a similar gift that is equal in price and/or performance.
32. Participants will not be entitled to any additional compensation in the event that the Gift has been substituted.
33. The Promoters decision to accept or decline an Online Redemption Form is final.

Participant to act in good faith at all times

32. The Participant agrees that it will act honestly and in good faith at all times.
33. If the Promoter believes that the Participant has been dishonest, tampered with the Promotion and/or the claims process, has engaged in unlawful or fraudulent conduct or breached these Terms and Conditions, the Promoter may disqualify the Participant from participating in the Promotion or reject any and all Online Redemption Forms submitted by the Participant without further liability to the Participant.
34. If the Promoter believes that the Participant has been guilty of conduct referred to in paragraph 33, the Promoter may demand payment from the Participant of the recommended retail price of all goods claimed and dispatched to the Participant during the Promotion.

Online entries only

35. Entries may only be submitted online and in the form set out at the Website and may not be accepted by the Promoter in any other form. If the Participant is unable to submit its Online Redemption Form using the Website, the Promoter may, in its discretion, allow an alternative means for the Online Redemption Form to be lodged with the Promoter. The deadlines and other Terms and Conditions continue to apply in such circumstances.

No liability for lost, late or incomplete Online Redemption Forms

36. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
37. The Promoter has no control over mobile telephone or internet communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

Delivery

38. Delivery may take up to 45 working days from receipt of entry and will be by ordinary post.
39. The Promoter is not responsible for any delay or damage to the Gift that occurs during delivery.
40. The Promoter is not responsible for any incorrect or incomplete addresses provided by the Participant in the Online Redemption Form.

Use of personal information

The Promoter may, for an indefinite period, unless otherwise advised, use the information submitted by a Participant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant and/or its authorised representative. Participants should direct any request to opt out, access, update or correct information to the Promoter at auredemptions@sbdinc.com

41. The Promoter collects personal information of the Participants in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and Gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information

Australia Consumer Law

42. 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 that are incapable of being excluded ("**Non-Excludable Guarantees**").

Limitation of Liability

43. 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:
1. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 2. any theft, unauthorised access or third party interference;
 3. any Online Redemption Form 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;
 4. any tax liability incurred by the Participant; or
 5. use/taking of a Gift.

Other matters

44. The Promotion is only valid for those residing in mainland Australia (including Tasmania and other major offshore islands). The Promoter reserves the right to withhold delivery of the Gift if the delivery address of the Participant falls outside of these locations.
45. The Promotion cannot be used in conjunction with any other offer.
46. The Promoter reserves its right to modify suspend, terminate or cancel the Promotion in circumstance where the Promotion is unable to continue due to reasons beyond the control of the Promoter including but not limited to war, pandemic, ongoing supply chain issues.
47. Gifts are not transferable or exchangeable and cannot be taken as cash.

If you have any queries in relation to these Terms and Conditions or the Promotion, please contact 1800 338 002 or auredemptions@sbdinc.com