

## “DEWALT x MCLAREN WIN YOUR SEAT” 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, 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 1<sup>st</sup> cousin.
4. Promotion commences for purchases on 25/03/2024 and closes for purchases at 11:59pm AEST on 30/06/2024 (“**Purchase Period**”). The promotion commences for entries on 25/03/2024 and closes for entries at 11:59pm AEST on 07/07/2024 (“**Entry Period**”).
5. A “**Participating Store**” is any store in Australia and New Zealand that stocks the Eligible Product (defined below) during the Promotional Period.
6. To be eligible to enter, individuals must purchase any DEWALT product from a Participating Store during the Purchase Period (“**Qualifying Transaction**”). Entrants will receive one (1) entry for every dollar spent on DEWALT products. It is the individual’s responsibility to request a purchase receipt if one is not automatically handed to them by a member of staff.
7. To enter, individuals must then visit [Guaranteedtough.com.au](https://www.Guaranteedtough.com.au), follow the prompts to the promotion entry page, input the requested details, upload their purchase receipt and submit the fully completed entry form during the Entry Period. Once an entrant has submitted an entry, a message will appear on 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 dollar spend on DEWALT products in a single Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Entrants must retain their original or 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 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 3 Amy Close, Wyong NSW 2259, Australia on 11/07/2024 at 1:00pm AEST, 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 phone and email within two (2) business days of the draw. The winner will be published at [Guaranteedtough.com.au](http://Guaranteedtough.com.au) on 18/07/2024.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a trip for two (2) adults to Silverstone, United Kingdom valued at up to AU\$25,000 depending on date and point of departure. Prize includes:
  - 2 x return economy airfares from Melbourne, Brisbane, Sydney Perth, Adelaide or Darwin (if winner resides in Australia) or from Auckland (if winner resides in New Zealand) to Heathrow Airport, United Kingdom. The winner is responsible for organising their own transportation to the airport; and
  - 5 x nights twin share accommodation at the Hilton Garden Inn Silverstone;
  - 1 x DEWALT / McLaren Win Your Seat Track Day Experience at Silverstone Race Circuit, United Kingdom on 06/09/2024 for two (2) people; and
  - AU\$2,000 Visa Card for the winner only.

Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the DEWALT / McLaren Win Your Seat Track Day Experience with flights departing on 02/09/2024 and is subject to booking and flight availability.

16. The winner and his/her/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 individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
17. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, 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.
18. Any ancillary costs associated with redeeming the Visa Card are not included. Any unused balance of the Visa Card will not be awarded as cash. Redemption of the Visa Card is subject to any terms and conditions of the issuer including those specified on the Visa Card.

19. 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) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
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. The DEWALT / McLaren Win Your Seat Track Day Experience ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
22. The winner of the prize and his/her/their companion acknowledge that the McLaren Track Day experience (the "Activity") is a dangerous activity that may result in injury or death, and participate at their own risk. The winner and his/her/their companions 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 the winner or his/her companion from participating in the Activity if, at any time, they reasonably believe that the winner or his/her companion poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. 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.
23. Total prize pool value is up to AU\$25,000.
24. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. A draw for the prize, if unclaimed, may take place on 08/08/2024 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 email and phone within two (2) business days of the draw and their name will be published at [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) on 12/08/2024.
26. 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.
27. 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.

28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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.
30. 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 DEWALT / McLaren Win Your Seat Track Day Experience 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) taking / participation in the prize.
31. As a condition of accepting the prize, the winner (and his/her/their companion) 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.
32. 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. 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.
33. 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.

34. The Promoter is Stanley Black and Decker (ABN 82 000 021 938) of Level 2, 810 Whitehorse Rd, Box Hill, VIC 3128, telephone 1800 950 847.

NSW Authority TP/ 03299. ACT Permit No. TP24/ 00575. SA Permit No. T24/ 471.