

“DEWALT NZ PLACEMAKERS FORD RAPTOR” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 New Zealand residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Retailers 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 for purchases on 1 March 2022 and closes for purchases at 11:59PM NZDST on 18 April 2022 (“**Purchase Period**”). Entries into the promotion open on 1 March 2022 and close at 11:59PM NZDST on 29 April 2022 (“**Entry Period**”).
5. To be eligible to enter, individuals must purchase any DEWALT products from a Participating Retailer during the Purchase Period (“**Qualifying Purchase**”). A participating retailer is any PlaceMakers store in New Zealand including the PlaceMakers online store at www.placemakers.co.nz (“**Participating Retailer**”).
6. To enter, individuals must then complete the following steps during the Entry Period:
 - visit www.guaranteedtough.co.nz;
 - follow the prompts to the promotion entry page;
 - input the requested details (including full name, email address, mobile phone number, residential postcode, occupation, the amount spent on DEWALT products, the location of the PlaceMakers retailer where the Qualifying Purchase was made;
 - upload the purchase receipt for their Qualifying Purchase; and then
 - submit the fully completed entry form.

Individuals will receive one (1) entry for every full dollar (including GST) spent in a single Qualifying Purchase transaction. For example, if an individual spends \$24.79 (including GST) in a single Qualifying Purchase transaction, one (1) entry form will be eligible to receive twenty-four (24) entries into the draw.

7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per full dollar (including GST) spent in a Qualifying Purchase in a single transaction; (b) only one (1) entry form permitted per Qualifying Purchase transaction; and (e) each entry form must be submitted separately and in accordance with entry requirements.
8. Entrants must retain their original purchase receipt(s) 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 Purchase Period but prior to entry.

9. 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If, during the Entry Period and until the prize is awarded, any DEWALT product in a Qualifying Purchase contributing to any entries is returned for refund or credit, or exchanged for a product or products that are not eligible for entry into this promotion (i.e. non-DEWALT products), the Promoter reserves the right in its absolute discretion to invalidate any entries awarded in respect of that Qualifying Purchase (or reduce the number of entries awarded accordingly) or invalid any claim to the prize awarded or yet to be awarded.
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 Anisimoff Legal, Suite 5 210 Central Coast Highway Erina NSW 2250 on 6 May 2022 at 2:00PM AEDST. 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 telephone or email within two (2) business days of the draw. The winner will be published on www.guaranteetough.co.nz, www.placemakers.co.nz, DEWALT NZ social media profiles (including but not limited to Facebook (@DEWALTNZ) and Instagram (@dewal_newzealand) and PlaceMakers social media profiles (including but not limited to Facebook (@placemakers) and Instagram (@placemakers_nz) from 13 May 2022.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a 2021 Ford Ranger Raptor 4WD with automatic transmission. Total prize value is up to NZ\$85,490 including registration, compulsory third party insurance, stamp duty and dealer delivery charges. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest authorised Ford dealership.
16. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take 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.
18. 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.
19. Total prize pool value is up to NZ\$85,490. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. A draw for the prize, if unclaimed, may take place on 22 June 2022 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 or email within two (2) business days of the draw and their name will be published www.guaranteedtough.co.nz, www.placemakers.co.nz, DEWALT NZ social media profiles (including but not limited to Facebook (@DEWALTNZ) and Instagram (@dewal_newzealand) and PlaceMakers social media profiles (including but not limited to Facebook (@placemakers) and Instagram (@placemakers_nz) from 6 July 2022.
21. 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.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under 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.
25. 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) taking/use of the prize.

26. 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 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>. 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 New Zealand 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 New Zealand.
27. The Promoter is Stanley Black & Decker NZ Limited (NZBN 9429000069380) of 39 Business Parade North, East Tamaki, Auckland 2013, New Zealand.