

TERMS AND CONDITIONS – DEWALT SPEND MORE GET MORE OFFER

SPEND MORE GET MORE – Promotional period 15th August – 30th September 2022

(“PROMOTIONAL OFFER”) TERMS AND CONDITIONS - NEW ZEALAND

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

2. The Promotion commences at 8:00 am NZDT on 15th August 2022 and closes at 11.59 pm NZDT on 30th September 2022 (“Promotion Period”). Entries for the promotional period will be accepted online until 14th October 2022.

3. The Promoter is STANLEY BLACK & DECKER NEW ZEALND PTY LTD NZBN 9429 0000 69380, (“Promoter”) of 39 Business Parade North, East Tamaki, AUCKLAND 2013 NEW ZEALAND.

4. 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 1st cousin.

5. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant and/or its authorised representative. Entrants should direct any request to opt out, access, update or correct information to the Promoter.

-
6. Participation in the promotion restricted to New Zealand residents aged 18 years or over who during the promotion period purchase and redeem products outlined in clause 8. Offers are strictly available to individual consumers purchasing the outlined products directly from a DEWALT NZ stockist. 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.
-
7. Any one individual may make a maximum of five (5) redemptions during the redemption purchase period.
-
8. The purchase and redemption products for this promotional period are listed on the redemption site www.guaranteedtough.co.nz.
-
9. The Promoter reserves the right to verify the validity of each claim. The Promoter reserves the right to disqualify any person for tampering with the claim process. Further, any contact details provided incorrectly over the Internet or telephone may be deemed by the Promoter as an invalid claim.
-
10. To be eligible for the Promotion, a customer must, during the Promotion Period,
1. Make a Qualifying Purchase of a DEWALT Combo Kit or multiple Combo kits from any DEWALT NZ stockist to the minimum value of \$499 including GST
 2. Visit the Promoter's website: www.guaranteedtough.co.nz and fully complete the online redemption form including provide all requested information.
-
11. For the purposes of this promotion a "Combo Kit" is defined as a multi-piece tool set containing two power tools or more sold under single product code beginning DCK or DCZ. Excludes single tool kits, batteries and chargers.
-

12. The below table outlines the qualifying products, the product descriptions, definitions, qualifying spend amounts and bonus items.

Qualifying Purchase Items:			
DCK2032P1-XE	18V 2 PIECE KIT 5AH	DCZ357P1X1T-XE	18V/54V XR 3Pc Kit - 9Ah/5Ah
DCK303P1-XE	18V 3 PIECE KIT 5AH	DCK560P2-XE	18V XR Li-Ion 5pc Kit
DCK2060D2T-XE	18V XR BL COMPACT TWIN KIT	DCK578P2-XE	18V XR Li-Ion 5PC Kit 5.0Ah
DCK2060D2T-XE	18V XR BL COMPACT TWIN KIT	DCZ441P1X1T-XE	18V/54V XR 4Pc Kit - 9Ah/5Ah
DCK2066M2T-XE	18V XR TWIN KIT IN TSTAK	DCZ586P1T1T-XE	18V XR w FVA 5 Piece Kit - 5.0/6.0
DCK2050E2T-XE	18V POWERSTACK Twin Kit	DCZ596X2T-XE	18V/54V XR 5Pc Kit - 9Ah
DCK266P2T-XE	18V XR BL COMPACT TWIN KIT	DCZ689T2T-XE	18V XR FVA 6Pc Kit - 6Ah
DCZ297P1T1T-XE	18V XR 2 Piece Combo Kit 5.0/6.0	DCZ341P2-XE	18V XR 3 Pce OPE Kit - 5Ah
DCK321P2-XE	18V XR Li-Ion 3pc Kit	DCZ241P2-XE	18V XR 2 Pce OPE Kit - 5.0Ah
DCK320P2-XE	18V XR Li-Ion 3pc Kit	DCK2032P1-XE	18V 2 PIECE KIT 5AH
DCZ341P1X1T-XE	18V/54V XR 3Pc Kit - 9Ah/5Ah	DCK2062M2T-XE	18V 2 Piece Kit 4Ah
DCZ1082P4-XE	18V XR 10 Piece Kit - 5.0Ah	DCZ606P2K-XE	18V XR 6 Piece Kit - 5Ah
DCZ1080P3-XE	18V XR 10 Piece Kit - 5.0Ah	DCZ1298P2X1-XE	18V/54V XR 12Pc Kit - 9Ah/5Ah
DCZ596X2T-XE	18V/54V XR 5Pc Kit - 9Ah	DCZ891P2-XE	18V XR 8 Piece Kit

Bonus items – redeem:			
Spend Amount	Code	Description	RRP
\$499 - \$998	DWST83540-1	TSTAK RIGID TOOL BAG	\$140
\$999 - \$1498	DCM565N-XE	18V XR CHAINSAW	\$399
\$1499 - \$2498	DCS388N-XJ	54V XR FLEXVOLT RECIP SAW	\$499
\$2499+	DCE089NG18-XJ	18V XR CROSS LINE GREEN LASER	\$899

13. To verify each entry entrants must retain the original purchase receipt(s). Proof of purchase is a strict condition / requirement for redemption.

14. 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).

15. Entries may only be submitted online and in the correct form provided for at the website and will not be accepted by the Promoter in any other form.

16. Entries must be received within 14 days of the promotion end date as outline above in points 2-4. 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. 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.

17. Multiple entries are permitted to a maximum of five (5) claims per customer, however, claims must be submitted individually through the website www.guaranteedtough.co.nz. If an entrant is unable to provide proof of purchase for all entries, then all the entries of that entrant 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.

18. One redemption item permitted per transaction according to qualifying spend amount. Redemption may be exchanged for lower spend level item at customer discretion.

19. Delivery may take up to 45 working days from receipt of entry. This offer cannot be used in conjunction with any other offer.

20. If any redemption is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification. Winners will not be entitled to any additional compensation in the event that the prize or element of a prize has been substituted at equal or greater value.

21. Redemption offers or parts of the prize are not transferable or exchangeable and cannot be taken as cash.

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, weather, site issues, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

23. 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 and in New Zealand that are incapable of being excluded ("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.

24. 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 tax liability incurred by a winning entrant; or (e) use/taking of a prize.

25. The Promoter collects personal information of Entrants 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 prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant and/or its authorised representative. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

26. All promotions are only valid for those residing in Mainland New Zealand. The Promoter reserves the right to withhold delivery if the stated delivery address falls outside of these locations. Pacific islands and off-shore addresses not accepted.