

“DEWALT NZ FORD RANGER WILDTRAK PRIZE DRAW” 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 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 1st cousin.
4. Promotion commences for purchases on 23/02/2024 and closes for purchases at 11:59pm NZDST on 31/03/2024 (“**Purchase Period**”). Entries into the promotion open on 23/02/2024 and close at 11:59pm NZST on 07/04/2024 (“**Entry Period**”).
5. A “**Participating Store**” is any Fletcher Building (PlaceMakers or Tumu Building Supplies) store in New Zealand (including the online PlaceMakers shop at www.placemakers.co.nz and Tumu Building Supplies shop that advertises the promotion and stocks the Eligible Product/s (defined below) during the Purchase Period.
6. To be eligible to enter, individuals must purchase any DEWALT product/s (“**Eligible Product**”) from a Participating Store during the Purchase Period (“**Qualifying Transaction**”). Entrants will be eligible to receive one (1) entry for every dollar spent on Eligible Product/s. 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 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 Eligible Product/s, the location of the Participating Store where the Qualifying Transaction was made) and then upload the purchase receipt for their Qualifying Transaction and submit the fully completed online 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 spent on Eligible Product/s as evidenced by an entrant’s purchase receipt; and (b) each entry submission must be submitted separately and in accordance with entry requirements.
9. Entrants must retain 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.
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 Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 Australia on 12/04/2024 at 1:00pm 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 phone within two (2) business days of the draw.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a 2024 Ford Ranger Wildtrak 2.0L with automatic transmission and Bi-Turbo Diesel 4x4 Double Cab Pick-Up. Total prize value is up to NZD\$75,990 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. Any expenses associated with taking delivery of the vehicle will be at the winner's own expense.
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.
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 NZD\$75,990.
20. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
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 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) use / taking of the prize.
26. As a condition of accepting the prize, the 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.
27. The Promoter collects personal information 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. Entry is conditional on providing this information. 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>. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
28. The Promoter is Stanley Black & Decker NZ LTD of 39 El Kobar Drive, East Tamaki, Auckland 2013, New Zealand ("**Promoter**").