

## Terms & Conditions

### DEWALT BONUS DEAL VIA REDEMPTION

#### **7th – 24th April 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 7:00 am NZST on 7th April 2022 and closes at 11.59 pm NZST on 8<sup>h</sup> April 2022 (“Promotion Period”). Entries for the promotional period will be accepted online until 15<sup>th</sup> May 2022
3. The Promoter is STANLEY BLACK & DECKER (“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 authorized representative. Entrants should direct any request to opt out, access, update or correct information to the Promoter.
6. Participation in the promotion is restricted to New Zealand residents aged 18 years over who during the promotion period purchase and redeem products outlined in clause 9. Offers are strictly available to individual consumers purchasing the outlined products directly from any Mitre 10 stores, Mitre 10 Mega stores or the Mitre 10 official online store. 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 redemption products are listed on the redemption site [www.GUARANTEEDTOUGH.co.nz](http://www.GUARANTEEDTOUGH.co.nz)
9. Individuals must purchase two qualifying 18V DEWALT Power Tool Skins from Mitre 10 stores, Mitre 10 Mega stores or the Mitre 10 official online store (New Zealand only) to redeem a BONUS 18V XR 5AH BATTERY. The Promoter will fulfill the BONUS item directly to the purchaser, where the terms and conditions have been met, in accordance with the following requirements:
  - I. The purchase of two qualifying 18V DEWALT Power Tool Skins provides eligibility to receive a 18V XR 5AH BATTERY (DCB184-XE)
  - II. Purchase of two qualifying 18V DEWALT Power Tool Skins must be completed in one single transaction. Separate purchases will be reviewed on a case by case basis at the sole discretion of the promotor.

Individual batteries, chargers, battery starter kits and accessories are excluded from the Promotional Offer.

The below table outlines all qualifying products, the product descriptions, definitions, and the qualifying BONUS item.

| <b>Qualifying Purchase Items:</b> |                                    |        |
|-----------------------------------|------------------------------------|--------|
| DCS355N-XE                        | 18V XR BRUSHLESS MULTI TOOL        | 244700 |
| DCS331N-XJ                        | 18V XR BRUSHLESS JIGSAW            | 382295 |
| DCS570N-XE                        | 18V XR BRUSHLESS CIRCULAR SAW      | 309400 |
| DCS386N-XE                        | 18V XR BRUSHLESS RECIPROCATING SAW | 382294 |
| DCD999N-XE                        | 18V XR BRUSHLESS XRP HAMMER DRILL  | 382293 |
| DCW600N-XJ                        | 18V XR BRUSHLESS ROUTER            | 342481 |
| <b>Bonus Item:</b>                |                                    |        |
| DCB184-XE                         | 18V XR 5AH BATTERY                 | 244698 |

10. 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.

11. To be eligible for the Promotion, a customer must, during the Promotion Period, 1. Make a Qualifying Purchase from any Mitre 10 stores, Mitre 10 Mega stores or the Mitre 10 official online store (New Zealand only) by purchasing two qualifying 18V DEWALT Power Tool Skins 2. Visit the Promoter's website: [www.GUARANTEEDTOUGH.co.nz](http://www.GUARANTEEDTOUGH.co.nz) and fully complete the online redemption form by providing all requested information.

12. To verify each entry entrants must retain: The original purchase receipt(s). Proof of purchase is a strict condition / requirement for the Bonus 18V XR 5AH BATTERY redemption offer.

13. 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 the entrant's entries being invalid).

14. 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.

15. Entries must be received by the Promoter during the Promotion Period of 07/04/2022 to 08/05/2022 by 15/05/2022. 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.

16. 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](http://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.

17. Delivery may take up to 45 days from receipt of entry. This offer cannot be used in conjunction with any other offer. Signature required upon delivery; items will not be left unattended. No PO boxes accepted. Deliveries limited to mainland New Zealand. Pacific islands and offshore addresses are not accepted.

18. The redemption offer is outlined in clause 9 of these Terms & Conditions.

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

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

21. 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, unauthorized 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 authorized representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

22. Nothing in these Terms and Conditions limits, excludes, 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.

23. 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, unauthorized 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.

24. 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 Australian and New Zealand regulatory authorities. Entry is conditional on providing this information. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.