

# Terms & Conditions

## STANLEY FATMAX BONUS TOOLS BAG OFFER

12th October 2020 – 7<sup>th</sup> December 2020 (“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

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2. The Promotion commences at 8:00 am on 12th October 2020 and closes at 11.59 pm on 7<sup>th</sup> December 2020 (“Promotion Period”). Entries for the promotional period will be accepted online until 21st December 2020

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3. The Promoter is STANLEY BLACK & DECKER (“Promoter”) of 39 Business Parade N, East Tamaki, Auckland 2013, New Zealand

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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

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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.

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6. Participation in the promotion restricted to New Zealand residents aged 18 years 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 participating authorized Stanley retailer. 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.

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7. Any one individual may make a maximum of five (5) redemptions during the redemption purchase period.

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8. The redemption products and the RRP values inclusive of GST are listed on the redemption site <http://www.stanleytools.co.nz/bonusbag>

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9. Individual must spend \$150 or over on STANLEY and STANLEY FATMAX hand tools in one transaction at a participating authorized Stanley retailer in New Zealand to redeem a bonus STANLEY FATMAX tool bag (SKU 1-93-950) valued at \$73.98 RRP, via redemption.

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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.

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11. To be eligible for the Promotion, a customer must, during the Promotion Period,

1. Make a Qualifying Purchase from a participating authorized Stanley retailer in store or online and spend \$150 or over on STANLEY or STANLEY FATMAX hand tools in one transaction. STANLEY stud sensors and STANLEY storage are considered hand tools for this promotion and are eligible purchases.

2. Visit the Promoter's website: <http://www.stanleytools.co.nz/bonusbag> and fully complete the online redemption form by providing all requested information.

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12. To verify each entry entrants must retain:

1. The original purchase receipt(s). Proof of purchase is a strict condition / requirement for redemption.

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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 of the entrant's entries being invalid).

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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.
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15. Entries must be received by the Promoter during the Promotion Period of 12/10/2020 to 7/12/2020 by 21/12/2020. 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.
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16. Multiple entries are permitted to a maximum of five (5) claims per customer, however, claims must be submitted individually through the website <http://www.stanleytools.co.nz/bonusbag> . 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.
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17. Delivery may take up to 45 days from receipt of entry. This offer cannot be used in conjunction with any other offer.
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18. The redemption offers are outlined in clause 8 of these Terms & Conditions.
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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 that the redemption offer or element of a redemption offer has been substituted at equal or greater value.
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20. Redemption offers, or parts of the prize are not transferable or exchangeable and cannot be taken as cash.

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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, 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.
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22. 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.
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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, 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.
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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 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.