#### **TERMS AND CONDITIONS**

Promoter: Stanley Black & Decker UK Limited, 270 Bath Road, Slough, SL1 4DX.

## **Eligibility & Restrictions to Enter**

- 1. This STANLEY Tech Bundle prize draw promotion ("**Promotion**") is only open to individuals aged 18 years or over who are ordinarily resident in the United Kingdom (England, Scotland, Wales, and Northern Ireland), **excluding** employees and their immediate families of the Promoter, its subsidiaries, other group companies, its agents, or anyone else professionally connected with this Promotion ("**Participants**").
- 2. The Promotion is subject to these terms and conditions, a copy of which can be found here WWW.STANLEYTOOLS.CO.UK/WIN.
- 3. To qualify for entry to the Promotion, Participants must purchase a new STANLEY hand tool or storage product only (does not include power tools or power tool accessories) ("Qualifying Product") on or between 01.09.2021 and 17.11.2021 ("Purchase Period"), a qualifying purchase ("Qualifying Purchase"). No purchase necessary in Northern Ireland ("NI").
- 4. Entry to the Promotion opens at 12:01:00 on 01.09.2021. All entries must be submitted by 11:59:59 on 24.11.2021 ("Closing Date"). Entries for purchases made before 01.09.2021 or after 17.11.2021 will be deemed invalid. Entries made after the Closing Date are automatically disqualified.
- 5. All entries must include a copy of your purchase receipt for the Qualifying Purchase. Retain your proof of purchase to enter and to claim your prize if you are a winner.
- 6. Only one entry per Qualifying Purchase is permitted. Up to 10 entries per Participant permitted. Each Qualifying Purchase must be on a separate purchase receipt and each receipt may only be entered once.
- 7. Participants must submit all entries to the Promotion in a personal capacity on their own behalf. Entries submitted via third parties or in bulk, or are automatically generated by computer, are prohibited and the Promoter reserves the right to refuse awarding a Prize (defined below) if the Promoter reasonably suspects that an entry was submitted by such means and/or is illegible, forged or incomplete.

# **Entries & How to Enter**

- 8. Go to WWW.STANLEYTOOLS.CO.UK/WIN to enter. By entering the Promotion, you confirm that you are eligible to do so and eligible to claim a Prize if you are a Winner (or Replacement Winner if applicable). The Promoter may require you to provide proof that you are eligible to enter the Promotion. You will need to login to your MySTANLEY account. If you do not have a MySTANLEY account, you will need to create one.
- 9. To submit an entry, Participants must: a) provide their details; b) except for Participants resident in NI, upload proof of purchase of the Qualifying Purchase; and, c) read and accept these terms and conditions.
- 10. Participants who need help with their entry, are unable to upload their proof of purchase and/or who are unable to enter online should email Promoter at <a href="mailto:Redemption@sbdinc.com">Redemption@sbdinc.com</a> on or before 5.00pm on the Closing Date. The Promoter is not liable for late entries howsoever caused.
- 11. Once you have submitted your entry in accordance with these terms and conditions, a message will appear on screen informing you that your entry has been successfully submitted.
- 12. Only those entries which comply with the Eligibility & Restrictions to Enter set out above, will be considered valid ("Valid Entries").
- 13. The Promoter reserves the right to verify the eligibility of all entries to protect itself against fraudulent, invalid or repetitive entries including, without limitation, to require the Participant to prove that it did not return the Qualifying Purchase within the period of 30 days from the

- date of delivery. During this verification process Participants may be contacted to provide evidence that the Participant has not return the Qualifying Purchase within 30 days of purchase for a refund. If the Participant has returned the Qualifying Purchase within 30 days of purchase under such circumstances, the Participant may forfeit their entry and/or prize if they are a winner.
- 14. The Promoter does not accept responsibility for equipment failure, technical malfunction, systems, satellite, server, network, computer hardware or software failures of any kind, which may restrict or delay a Participant's entry to the Promotion and does not accept proof of transmission as proof of receipt of entry to the Promotion. Incomplete entries will not be processed. Where postal entries are permitted, lost, mislaid, damaged, delayed or incomplete postal entries are not the responsibility of the Promoter and Promoter does not accept proof of posting as proof of receipt of entry to the Promotion.

#### Prize Draw, Winner Selection & Notification

- 15. Valid Entries will be entered into the prize draw which will take place on 01.12.2021 ("Draw").
- 16. 30 winner(s) will be randomly selected from the Valid Entries (each a "Winner", together the "Winners") and each Winner will be awarded a Prize (defined below). A maximum of one Prize per Participant is permitted.
- 17. Each Winner will be verified against these terms and conditions including alongside proof of purchase provided with their entry.
- 18. Up to 5 reserve winners will be randomly selected in addition to the Winners, at the time of the Draw ("Reserve Winners"). If a Winner is unable to claim their Prize in accordance with the process set out in these terms and conditions or the Prize is forfeit or for any other reason, the Promoter will award the Prize to the next drawn Reserve Winner.
- 19. Each Winner (and a Reserve Winner if applicable), will be notified within 72 hours of the award of the Prize. Emails will only be sent to Winners (and a Reserve Winner if applicable).
- 20. A total of up to two (2) emails will be sent to Winners (and a Reserve Winner if applicable) notifying them that they have won a Prize and asking them to reply, confirming their address, to claim their Prize ("Email(s)"). The first Email will be sent within 72 hours of the award of the Prize and, if the Promoter does not receive a reply, a further Email will be sent within five (5) days of the first Email. Winners (and a Reserve Winner if applicable) have 28 days from the date of the first Email, to claim their Prize. If after this time, no response has been received by the Promoter, your claim will be invalid and the Promoter will award the Prize to the next Reserve Winner in accordance with these terms and conditions. The Prize may not be claimed by a third party on your behalf.
- 21. It is the responsibility of the Participant to check junk/spam for Emails and to contact the Promoter to claim their Prize within 28 days of the first Email being sent. The Promoter is not responsible for Participants who fail to claim their Prize or who are late claiming their Prize, whether or not such failure or delay is because: they did not receive either or both Emails; because they failed to read and/or respond to the Emails; or, because they missed/did not read the Emails because they were in their junk folder.
- 22. In the event a Prize is claimed, but the Winner (or a Reserve Winner if applicable) does not confirm their postal address when claiming their Prize, their Prize may be relinquished. Promoter will email the Winner (or a Reserve Winner if applicable) requesting confirmation and details of their correct postal address ("Prompt") but, if Winner (or a Reserve Winner if applicable) does not provided such details within 28 days of the Prompt and the Prize cannot be sent, the Prize shall be relinquished and Promoter reserves the right to award the relinquished Prize to the next Reserve Winner in accordance with these terms and conditions. It is the

responsibility of the Participant to check junk/spam for a Prompt. The Promoter is not responsible for Participants who are delayed or fail to respond to a Prompt for whatever reason.

#### The Prizes

- 23. There are 30 Tech Bundle prizes available to be won. Each prize consists 1 x Sony 4K Smart TV 55", 1 x Apple iPad 10.2, 1 x Apple Airpods (each bundle a "**Prize**")." Additionally, 1 of 2000 STANLEY Beanie Hats are available for the first 2000 valid entries. A maximum of 1 prize bundle per person and a maximum of 1 Beanie Hat will be awarded per person.
- 24. Each Prize will be delivered to the address confirmed by the Winner (or a Reserve Winner if applicable) in accordance with these terms and conditions. Proof of age may be required to take delivery of the Prize.
- 25. Please allow 28 days from the date Participant emails Promoter to confirms their address, for delivery of the Prize.
- 26. Prizes are subject to availability. No alternatives or cash alternatives for the Prize are available. Prizes are not negotiable or transferable.
- 27. The Promoter reserves the right to substitute the Prize for a prize of equivalent or greater value should the original prize offered become unavailable for reasons beyond the Promoter's control.
- 28. Prizes are not for re-sale. If a Winner (or Reserve Winner if applicable) does not wish to retain their Prize, the Participant must contact the Promoter to arrange return. No compensation will be given in such circumstances.

### **Participating Retailers**

29. Retailers participating in this promotion may or may not display promotional point of sale.

#### General

- 30. Participants may contact Promoter about Winner (or Reserve Winner if applicable) details by email <a href="mailto:Redemption@sbdinc.com">Redemption@sbdinc.com</a> within three months of the Closing Date.
- 31. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, or reasonable belief to suspect collusion to subvert the terms and conditions of the Promotion, and/or an error (human or computer) affects or could affect the proper operation of the Promotion, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the Promotion and/or these terms and conditions, at any stage, but will always endeavour to minimize the effect to Participants and/or Winners (or Reserve Winners if applicable) in order to avoid undue disappointment.
- 32. The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details (which must be provided within 14 days of request) and to refuse to award a Prize or withdraw Prize entitlement and/or refuse further participation in the Promotion and disqualify the Participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this Promotion's entry requirements or otherwise where a Participant has gained unfair advantage in participating in the Promotion or won using fraudulent means.
- 33. Insofar as permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Promotion or accepting or using the Prize, except for any liability which cannot be excluded by law (including personal injury or death caused by its negligence and fraud). Your statutory rights are not affected.
- 34. If any of the clauses in these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.

- 35. English law will settle any dispute concerning the interpretation and application of these terms and conditions and the courts of England and Wales will have exclusive jurisdiction.
- 36. The Promoter's decisions regarding all matters in relation and/or connected to the Promotion shall be final and no other correspondence will be entered in to.
- 37. These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim instructions are deemed to form part of the terms and conditions and by participating in the Promotion, all entrants will be deemed to have accepted and be bound by these terms and conditions. Please retain a copy for your information. Any correspondence related to the Promotion should be sent via email to <a href="Redemption@sbdinc.com">Redemption@sbdinc.com</a> with the subject/title "STANLEY Tech Bundle Promotion". Please do not send entries via email or by post to the address set out above as such will not be considered; all entries must be WWW.STANLEYTOOLS.CO.UK/WIN.

#### **Data Protection**

- 38. Promoter will collect and process a Participant's personal data as necessary to administer the Promotion. The Promoter will process the Participant's personal data in accordance with Promoter's Privacy Policy, available at <a href="https://www.stanleyblackanddecker.com/privacy-policy">https://www.stanleyblackanddecker.com/privacy-policy</a>. Participant's can request access to their personal data, have any inaccuracies rectified or request deletion of personal data by sending a request via this link: <a href="https://www.stanleyblackanddecker.com/data-privacy-policy-inquiry-form">https://www.stanleyblackanddecker.com/data-privacy-policy-inquiry-form</a>.
- 39. The Promoter intends to publish or make available the surname and county of the Winner(s) (and a Reserve Winner if applicable). Participants will be asked if they wish their surname and county to be published or made available in a list of Winners, in the event they are a Winner. Participants may choose whether or not their details are published or made available. In any event, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- 40. Third Parties: Promoter may use carefully selected third parties operating under our instructions to administer this promotion. Such parties may have access to Participant's personal data to perform certain functions such as verifying entries and Winners, notifying Winners and delivering prizes.