

## Terms & Conditions

### STANLEY BIG BONUS DEALS VIA REDEMPTION

#### **1st December 2023 – 31st December 2023** (“PROMOTIONAL OFFER”) TERMS AND CONDITIONS – Australia

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 AEDT on 1<sup>st</sup> December 2023 and closes at 11.59 pm AEDT on 31<sup>st</sup> December 2023 (“Promotion Period”). Entries for the promotional period will be accepted online until 14<sup>th</sup> January 2024
3. The Promoter is STANLEY BLACK & DECKER (“Promoter”) of Level 2, 810 Whitehorse Road, Box Hill, Victoria 3128, Australia.
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 Australian residents aged 18 years over who during the promotion period purchase and redeem products outlined in clause 10. Offers are strictly available to individual consumers purchasing the outlined products directly from any Mitre 10 stores, Home Hardware stores or the Mitre 10 or Home Hardware official online stores. 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. Only one (1) purchasing tier can be achieved per transaction.
9. The redemption products and the RRP values inclusive of GST are listed on the redemption site [www.stanleypromotions.com.au](http://www.stanleypromotions.com.au). Retail pricing is correct as of 22/08/2023.
10. Individuals must purchase qualifying STANLEY products from Mitre 10 stores, Home Hardware stores or the Mitre 10 or Home Hardware official online stores (Australia only) to redeem one of two BONUS STANLEY Tool Packs, determined by the total spend of STANLEY products per transaction. Qualifying products are determined as all STANLEY and STANLEY FATMAX branded items, including however not limited to, Power Tools, Outdoor Power Equipment, Hand Tools, Lasers, Storage and Accessories.

The Promoter will fulfill the BONUS Tool Pack directly to the purchaser, where the terms and conditions have been met, in accordance with the following total spend of STANLEY products per transaction:

- I. Spending a total of \$200 AUD on STANLEY products in one transaction provides eligibility to receive a BONUS 18V STANLEY FATMAX V20 Detail Sander Skin (SFMCW221B-XE) and a STANLEY Max 8M Tape (33-966-S), described as STANLEY Tool Pack 1
- II. Spending a total of \$350 AUD on STANLEY products in one transaction provides eligibility to receive a BONUS 18V STANLEY FATMAX V20 2.0Ah Battery Starter Kit (SFMCB12D2-XE), a STANLEY Max 8M Tape (33-966-S), a STANLEY 230MM Torpedo Level (0-43-511), and a STANLEY 6PC Cushion Grip Screwdriver Set (65-242), described as STANLEY Tool Pack 2

Only one of the two options outlined above can be achieved per transaction. The BONUS items form part of one of two STANLEY Tool Packs, dictated by the total spend per transaction, and are described as the products listed against Tool Pack 1 or Tool Pack 2 in the table below. Retail pricing is correct as of 22/08/2023. Batteries and chargers do not form part of the BONUS items in Tool Pack 1. All STANLEY products are eligible, including however not limited to, Power Tools, Outdoor Power Equipment, Hand Tools, Storage and Accessories.

	<b>Tool Pack Contents</b>	<b>Qualifying Spend</b>
STANLEY Tool Pack 1	1x 18V STANLEY FATMAX V20 Detail Sander Skin (SFMCW221B-XE) RRP \$89 1x STANLEY 8M Tape (33-966-S) RRP \$29.50	\$200 AUD on STANLEY in One Transaction
STANLEY Tool Pack 2	1x 18V STANLEY FATMAX V20 2.0Ah Battery Starter Kit (SFMCB12D2-XE) RRP \$119 1x STANLEY 8M Tape (33-966-S) RRP \$29.50 1x STANLEY 230MM Torpedo Level (0-43-511) RRP \$23.50 1x STANLEY 6PC Cushion Grip Screwdriver Set (65-242) RRP \$29.50	\$350 AUD on STANLEY in One Transaction

11. 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.

12. To be eligible for the Promotion, a customer must, during the Promotion Period, 1. Make a Purchase of STANLEY products from any Mitre 10 stores, Home Hardware stores or the Mitre 10 or Home Hardware official online stores (Australia only) totaling a minimum spend of \$200 or \$350 AUD in one transaction 2. Visit the Promoter's website: [www.stanleypromotions.com.au](http://www.stanleypromotions.com.au) and fully complete the online redemption form by providing all requested information.

13. To verify each entry entrants must retain: The original purchase receipt(s). Proof of purchase is a strict condition / requirement for the STANLEY Big Bonus Deals.

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 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 by the Promoter during the Promotion Period of 01/12/2023 to 31/12/2023 by 14/01/2024. 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.stanleypromotions.com.au](http://www.stanleypromotions.com.au). 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. 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 Australia. Pacific islands and offshore addresses are not accepted.

19. The redemption offers are outlined in clause 10 of these Terms & Conditions.

20. 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.

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, 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.

23. 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 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, 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.

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 Australian 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.