

# “WIN THE FAMILY ADVENTURE OF A LIFETIME WITH BLACK+DECKER”

## Terms & Conditions

1. The Promoter is Stanley Black and Decker (ABN 82 000 021 938) of Level 2, 810 Whitehorse Road, Box Hill VIC 3128, telephone 1800 338 002 (“**Promoter**”).
2. Information on how to enter and prize form part of these Terms and Conditions (“**T+Cs**”). Participation in this Promotion is deemed acceptance of these T+Cs.
3. Entry is open to Australian and New Zealand residents aged 18 years and over. Employees, management and directors (and their immediate families) of the Promoter, together with retailers, suppliers, agencies and/or companies associated with this Promotion are ineligible to enter. “Immediate family” refers to spouse, defacto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by parent). An entrant must be an individual and not a company.
4. The Promotion commences at 12:01am AEST on 01/07/2023. Entries close at 11:59pm AEDST on 12/10/2023 (“**Promotional Period**”).
5. To be eligible to enter, entrants must undertake the following steps during the Promotional Period:
  - (a) Purchase any BLACK+DECKER product from any retailer in Australia or New Zealand that stocks BLACK+DECKER products. It is the individual’s responsibility to request a purchase receipt if one is not automatically handed to them by a member of staff;
  - (b) Visit <https://www.blackanddeckerpromotions.com> and follow the prompts to the competition entry page;
  - (c) Input the requested details including the amount spent on BLACK+DECKER products;
  - (d) Upload a purchase receipt when prompted; and then
  - (e) Submit the fully completed online entry form.

Entrants will receive one (1) entry for every dollar spent on BLACK+DECKER products. Entrants will be given the opportunity to subscribe to receive exclusive promotions, news and latest product information by email from BLACK+DECKER at the time of submitting their entry. Individuals that subscribe, will be awarded one (1) bonus entry into the draw (“**Bonus Entry**”).

6. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per dollar spent on BLACK+DECKER product/s as evidenced by an entrant’s purchase receipt; (b) only one (1) Bonus Entry is permitted per person during the Promotional Period; and (c) each entry must be submitted separately and in accordance with entry requirements. For clarity, if a person spends \$100 on BLACK+DECKER products in a single transaction, they only need to submit one (1) online entry form to receive one hundred (100) entries into the draw, however if that same person makes another separate \$100 spend on BLACK+DECKER products, they will need to submit a second online entry form.
7. Entrants must retain their original 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 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 Promotional Period but prior to entry.
8. The Promoter reserves the right at any time, to verify the validity of entries and entrants (including an entrant’s identity, birth date and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached these T+Cs, 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. The Promoter’s failure 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.

9. Incomplete or indecipherable entries will be deemed invalid.
10. 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.
11. The draw will take place at Anisimoff Legal, 3 Amy Close Wyong NSW 2259 on 20/10/2023 at 11:00am AEDST, in the presence of an independent scrutineer. 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 e-mail within two (2) business days of the draw. The winner's name will be published online at <https://www.blackanddeckerpromotions.com/> on 27/10/2023.
12. The Promoter's decision is final, and no correspondence will be entered into.
13. The first valid entry drawn, from all valid entries received, will win the prize, consisting of a six (6) day / five (5) night trip to Florida, USA, for the winner and three (3) guests, to include the following prize elements, valued at up to AUD\$28,900 depending on date and point of departure, ("**Prize**"):
  - i. Return economy class flights from the winner's nearest major airport (in Australia or New Zealand) to Orlando, Florida (USA);
  - ii. Private return airport to accommodation transfers in Florida, USA;
  - iii. Five (5) nights' minimum 4star hotel accommodation, one (1) room for four (4) people, split among two hotels as decided by Promoter in Orlando, Florida area;
  - iv. A full schedule of theme park visits for four (4) people including a variety of fun-filled family activities and exciting adventures, attractions, rides, shows and more at a variety of Orlando-area locations;
  - (i) Three (meals) per day (breakfast, lunch and dinner) at restaurants designated by Promoter for four (4) people (alcohol not included); and
    - v. US\$500 spending money for the winner only.
14. Prize conditions: The following conditions and exclusions apply to the Prize:
  - i. The winner must provide the Promoter with the information required within the winner notification which will include details of the winner and their nominated guests so that Promoter is able to arrange the fulfilment of the Prize.
  - ii. The Prize **excludes** all costs and expenses incurred by the winner and their guests that are not expressly set out above, including: (i) any additional transportation; (ii) any additional food and beverages; (iii) any additional overnight accommodation; (iv) travel and medical insurance, visas and any other required travel documents; (v) any required COVID-19 testing, vaccinations and/or quarantining or self-isolation; (vi) any additional discretionary spending; (vii) any discretionary hotel services including room service and laundry service; (viii) tips and gratuities; and (ix) any related taxes.
  - iii. Prize must be taken by 01/06/2024 and is subject to booking and flight availability. During the entire duration of the Prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and their companion/s are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner their companion/s must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion Frequent flyer points will not form part of the Prize. Prize is subject to the standard terms and conditions of individual prize and service

- providers. The winner may be required to present their credit card at time of accommodation check in.
- iv. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
  - v. Winner must provide the Promoter 90 days notice prior to intended travel dates.
  - vi. As a condition of accepting the Prize, the winner (and their companion/s) 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. In the event a winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
15. The Prize is valued at up to AUD\$28,900 depending on date and point of departure. If the Prize is or becomes unavailable for whatever reason, the Promoter will, in its discretion, substitute an alternative prize for the original prize subject to any written directions from a regulatory authority. The substituted prize will be similar to and of the same or greater value than the prize. The Promoter is not liable for any loss incurred by the Prize winner if the Prize is unavailable. The Prize (including any element of the Prize) is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
  16. 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 the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
  17. A draw for the Prize, if unclaimed, may take place on 22/01/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified in writing by email within two (2) business days of the draw. Their name will be published online at <https://www.blackanddeckerpromotions.com/> on 29/01/2024.
  18. If this Promotion is not capable of being conducted as reasonably anticipated due to any reason beyond the Promoter's reasonable control, 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.
  19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
  20. Entrants consent to the Promoter using the entrant's 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.
  21. 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 or any 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.

22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all responsibility and 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunctions (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); (d) any tax liability incurred by a winner or entrant; or (e) use of and/or participation in the Prize.
23. 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, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the entrants' personal information for ongoing promotional, marketing, research, profiling and publicity purposes, without further reference or compensation. The Promoter is bound by the provisions of the *Privacy Act 1988* (Cth). Entrants should direct any requests to access, update or correct information to the Promoter. For further details, please see the Promoter's Privacy Policy available at <https://www.stanleyblackanddecker.com/privacy-policy>.
24. All entries become the property of the Promoter.

NSW Authority No. TP/01166. ACT Permit No. TP23/01044. SA Permit No. T23/812