

Terms & Conditions

BLACK+DECKER 18V POWERCONNECT BATTERY PACK REDEMPTION

1st October 2023 – 31st October 2023 (“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 1st October 2023 and closes at 11.59 pm NZST on 31st October 2023 (“Promotion Period”). Entries for the promotional period will be accepted online until 14th November 2023.
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 and the RRP values inclusive of GST are listed on the redemption site www.blackanddeckerpromotions.com/bonus. Retail pricing is correct as of 17/07/2023.
9. Individuals must purchase two (2) qualifying BLACK+DECKER 18V POWERCONNECT Bare Units from Mitre 10 stores, Mitre 10 Mega stores or the Mitre 10 official online store (New Zealand only) in a single transaction to redeem a BONUS BLACK+DECKER 18V 2.0Ah Battery + Charger Kit.

The Promoter will fulfill the BONUS BLACK+DECKER 18V 2.0Ah Battery + Charger Kit directly to the purchaser, where the terms and conditions have been met, in accordance with the following purchasers per single transaction:

- I. Purchasing a total of two (2) BLACK+DECKER 18V POWERCONNECT Bare Units in one transaction provides eligibility to receive a BONUS BLACK+DECKER 18V 2.0Ah Battery + Charger Kit

Bare Units are defined as a tool only, excluding batteries and chargers. The below table outlines all qualifying models, the model descriptions, and definitions.

Model Number	Model Description	Model Definition
BCG720N-XE	18V BLACK+DECKER 125mm Angle Grinder - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BL188N-XE	18V BLACK+DECKER Brushless Hammer Drill - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BDCDS18N-XE	18V BLACK+DECKER Mouse Sander - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BDCROS18N-XE	18V BLACK+DECKER Random Orbital Sander - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BDCCS18N-XE	18V BLACK+DECKER 140mm Circular Saw - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BDCIM18N-XE	18V BLACK+DECKER Impact Driver - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BDCJS18N-XE	18V BLACK+DECKER Jigsaw - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BDCR18N-XE	18V BLACK+DECKER Reciprocating Saw - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BCD900B-XE	18V BLACK+DECKER SDS+ Hammer Drill - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BCBL200B-XE	18V BLACK+DECKER Blower - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
GTC1850LB-XE	18V BLACK+DECKER 50cm Hedge Trimmer - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
GTC1845B-XE	18V BLACK+DECKER 45cm Hedge Trimmer - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BCPC18B-XE	18V BLACK+DECKER Pressure Sprayer - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BCSS18B-XE	18V BLACK+DECKER Shear Shrubber - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
STC1820PCB-XE	18V BLACK+DECKER 28cm String Trimmer - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit
BHFEV182B-XE	18V BLACK+DECKER 3-IN-1 POWERSERIES Extreme Stick Vacuum - Bare Unit	18V BLACK+DECKER POWERCONNECT Bare Unit

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 Purchase of BLACK+DECKER 18V POWERCONNECT Bare Units from any Mitre 10 stores, Mitre 10 Mega stores or the Mitre 10 official online store (New Zealand only) totaling a minimum of two (2) Bare Units in one transaction 2. Visit the Promoter's website: www.blackanddeckerpromotions.com/bonus 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 BLACK+DECKER 18V POWERCONNECT Battery Pack Redemption.

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 01/10/2023 to 31/10/2023 by 14/11/2023. 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.blackanddeckerpromotions.com/bonus. 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 offers are 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.