

“SIDCHROME ULTIMATE DRIVE PROMOTION” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 25 years or over.
3. Employees (and their immediate families) of the Promoter, participating retailers 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.
4. Entries into the promotion open on 01/09/2022 and close at 11:59pm AEDST on 31/12/2022 (“**Promotional Period**”).
5. To be eligible to enter, individuals must complete the following steps during the Promotional Period:
 - Purchase, in a single transaction, any one (1) SIDCHROME product from Participating Retailers nationally. Entrants will receive one (1) entry for every \$1 spent on SIDCHROME products;
 - Visit <https://www.sidchrome.com.au/> and follow the prompts to the promotion entry page;
 - Input the requested details including their full name, email address, phone number, postcode, total amount spent on SIDCHROME products, place of purchase, product of purchase, and upload a copy of their purchase receipt;
 - For one (1) extra entry, entrants must sign up to the SIDCHROME Newsletter at the time of entry. For the avoidance of doubt, entrants must have purchased a SIDCHROME product and entered in accordance with the above to be eligible for an extra entry; and
 - Submit the fully completed entry form.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per \$1 spent on SIDCHROME products; (b) only one (1) extra entry permitted per person via SIDCHROME Newsletter sign up via the entry form; (c) each entry must be submitted separately and in accordance with entry requirements; and (d) only one (1) prize per person (excluding residents of SA).
7. Entrants must retain a copy of their 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 of an entrant’s entries and forfeiture of any right to a prize.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, 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. Failure by the Promoter 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, 5/210 Central Coast Highway, Erina NSW 2250 at 2:00pm AEDST on 16/01/2023 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. Winners will be notified by email and phone and will be published online at <https://www.sidchrome.com.au/> by 20/01/2023.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win a trip for two (2) adults to Kangaroo Valley (NSW), valued up to \$9,482.72, including:
 - 2 x return economy airfares from the winner's nearest capital city to Kangaroo Valley, NSW (if necessary). If the winner resides in NSW, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
 - Transfers to and from the airport/place of residence to the hotel. Local winners may choose to use their own transport to and from the hotel, in which case, this element of the prize will be forfeited.
 - 1 x night twin share 5 star accommodation at the Pier One Sydney, including breakfast;
 - 1 x BMW or Mercedes Benz car hire to transport the winner and their companion to and from Sydney and Kangaroo Valley;
 - 1 x day Prancing Horse Luxury Drive Experience at any Prancing Horse event in 2023 selected by the Promoter;
 - 3 course lunch at The Blue Swimmer at Seahaven Restaurant; and
 - A privately hosted Italian cooking class and dinner by Stefano Marvello at the Headland at Dovecote; and
 - 1 x night twin share accommodation at a luxury stay in Dovecote NSW, including breakfast.
14. The second valid entry drawn will win an Audi Sport Pro Driving Experience, valued at up to AU\$6,269.30, depending on date and point of departure. The Prize is for the winner only and does not include a companion. Prize includes:
 - One (1) day access for the winner to their nearest Audi Sport Pro Driving Experience location (for a list of locations, please visit <https://www.audi.com.au/au/web/en/audi-driving-experience/audi-sport-pro-driving-experience.html>);
 - 1 x return economy airfare from the winner's nearest capital city to the closest capital city holding an Audi Sport Pro Driving Experience (if necessary). If the winner resides in VIC, NSW, WA, QLD, or SA, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
 - 2 x nights twin share 3 star accommodation at a hotel in close proximity to the location of the Audi Sport Pro Driving Experience as determined by the Promoter in its absolute discretion; and
 - Transfers to and from the hotel/place of residence to the Audi Sport Pro Driving Experience.
 - Transfers from and to the airport and hotel will also be included if the winner requires the airfare component. Transfers from the winner's place of residence and

the hotel will be provided if they reside in VIC, NSW, WA, QLD or SA, unless they choose to use their own transport in which case, this element of the prize will be forfeited.

15. Prizes must be taken by 20/01/2024 and is subject to booking and flight availability
16. Additional meals, spending money, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included in either prize unless specified otherwise. Prizes are subject to booking and flight availability. Winners may be required to present their credit card at time of accommodation check in. Itineraries to be determined by the Promoter in its absolute discretion.
17. If for any reason a winner does not take a 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 and will not be redeemable for cash.
18. 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.
19. Car hire prize element is subject to standard rental conditions. Petrol and insurance are not included. Maximum of 600 kilometres permitted during the three (3) days, unless stipulated otherwise in the rental conditions. The driver must have a current valid driver's licence issued in an Australian State or Territory and be aged 25 years or over. Their passenger must be aged 18 years or over, however, they are prohibited from driving the vehicle.
20. The Prancing Horse Luxury Drive Experience and the Audi Sport Pro Driving Experience are subject to the terms and conditions of the prize providers. Winner must have a current valid driver's licence issued in an Australian State or Territory and be 25 years of age or over for the Prancing Horse Luxury Drive Experience and 18 years of age or over for the Audi Sport Pro Driving Experience. Drivers aged 25 to 30 (inclusive) may be required to provide a record of their complete driving history for the Prancing Horse Luxury Drive Experience. Insurance is included in both experiences subject to an at fault excess. For further information on the excess, please visit <https://prancinghorse.com.au/terms/> (for Prancing Horse's Terms and Conditions) and https://www.audi.com.au/dam/nemo/australia/audi-driving-experience/pdf/3882816_1_Terms_Conditions_revised_25_November.pdf (for Audi's Terms and Conditions).
21. The winners of the Audi Sport Pro Driving Experience and the Prancing Horse Luxury Drive Experience ("**Activities**") and his/her/their companions acknowledge that the Activities are dangerous activities that may result in injury or death and participate at their own risk. The winner and his/her/their companions must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activities; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or his/her companion from participating in an Activity if, at any time, they reasonably believe that the winner or his/her companion poses a

safety risk or for any other reason; and/or (b) cancel an Activity if the conditions are deemed dangerous. If an Activity is varied for any reason beyond the control of the Promoter, it may not be rescheduled and no compensation will be offered.

22. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is up to \$15,725.02.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. A draw for any unclaimed prizes may take place on 03/02/2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone draw, and their names will be published online at <https://www.sidchrome.com.au/> from 08/02/2023.
26. Entrants consent to the Promoter using their 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.
27. 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, unauthorised intervention or fraud, 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.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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 ("**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.
30. 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

variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

31. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [<https://www.stanleyblackanddecker.com/privacy-policy/global-privacy-policy>]. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia.
32. 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**").

NSW Authority TP/01166 ACT Permit No. TP22/01143 SA Permit No. T22/909