

## “SIDCHROME ULTIMATE GARAGE 2.0” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 18 years or over.
3. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 1 June 2021 and close at 11:59PM AEST on 30 September 2021 (“**Promotional Period**”).
5. There are two (2) entry methods for this promotion. Individuals can receive entries into the draw by completing both or one of the entry methods as outlined below.

#### **Entry Method 1**

6. To be eligible to enter, individuals must purchase any SIDCHROME product from a Participating Retailer during the Promotional Period (“**Qualifying Purchase**”). A participating retailer is any retailer in Australia that displays advertising material for this promotion (“**Participating Retailer**”).
7. To enter, individuals must then complete the following steps during the Promotional Period:
  - visit <https://www.sidchrome.com.au/ultimategarage>;
  - follow the prompts to the promotion entry page, input the requested details including first name, last name, email address, phone number and post code;
  - upload a copy of their Qualifying Purchase receipt; and then
  - submit the fully completed entry form.

For every dollar (including GST) spent in a Qualifying Purchase, the individual will receive one (1) entry into the draw. For example, if an individual spends \$25 (including GST) in a Qualifying Purchase, they will receive twenty-five (25) entries into the draw.

#### **Entry Method 2**

8. To enter, individuals must visit <https://www.sidchrome.com.au/my-account/>, create an account and opt-in to receive marketing communications from SIDCHROME during the Promotional Period. For removal of doubt, no Qualifying Purchase is required for this entry method.
9. Multiple entries permitted, subject to: (a) only one (1) entry is permitted per email address; and (b) each entry must be submitted separately and in accordance with entry requirements.

## General

10. Entrants must retain a copy of their Qualifying 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. Qualifying Purchase receipt/s must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
11. 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.
12. If, during the Promotional Period and until the prize is awarded, any SIDCHROME product of a Qualifying Purchase is returned for a refund or credit, or exchanged for a product or products that are not eligible for entry into this promotion (i.e. non SIDCHROME products), the Promoter reserves the right in its absolute discretion to invalidate any entries rewarded in respect of that Qualifying Purchase (or reduce the number of entries awarded accordingly) or invalidate any claim to the prize awarded or yet to be awarded.
13. Incomplete or indecipherable entries will be deemed invalid.
14. 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.
15. The draw will take place at Anisimoff Legal, Suite 5 210 Central Coast Highway Erina NSW 2250 on 15 October 2021 at 2:00PM 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 email and telephone within two (2) business days of the draw. The winner will be published at <https://www.sidchrome.com.au/ultimategarage> from 18 October 2021.
16. The Promoter's decision is final and no correspondence will be entered into.
17. The first valid entry drawn will win an Ultimate Garage prize pack valued at up to \$50,005. The Ultimate Garage prize pack includes:
  - Seadoo Jetski and Trailer including twelve (12) months registration and dealer delivery charges (through local dealer) valued at up to \$13,300;
  - SIDCHROME branded bar fridge valued at \$1,817;
  - Suzuki RM-Z250M1 Dirt Bike valued at \$10,790;
  - SIDCHROME 613 PIECE METRIC A/F TOOL KIT SCMT11100 valued at \$9,999;
  - Facom Workstation valued at \$12,600;

- DEWALT DCZ441P1X1t-XE valued at \$1,499.

18. The Seadoo Jetski and Trailer and Suzuki Dirt Bike will be delivered to the winner's local dealership and must be collected from the advised dealership, this cannot be changed. Delivery timeframe may be varied at the Promoter's discretion, including due to business operating times and holiday season. Standard warranty conditions apply. The winner will need a valid Australian driver's licence and a legally compliant and fit for purpose tow vehicle when collecting the prizes. The winner is responsible for organising insurance before collecting the prizes. The vehicles will be registered in the winner's name. The prize suppliers will assist with the registration process and provide in advance the details required to legally achieve registration plus any other legal requirements that must be satisfied. Only once all handover requirements have been fulfilled, will the winner be able to collect the prizes. The Promoter is not responsible for and will not provide the winner with additional options and ancillary costs, including (but not limited to) petrol, modifications, insurance, transport, body, paint or mechanical damage, or any other costs or damages.
19. If the winner is, through any legal incapacity or otherwise, unable to register the vehicles in their own name, then the winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter and prize suppliers take no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the Seadoo Jetski and Trailer and Suzuki Dirt Bike prizes are awarded. It is a condition of accepting the Seadoo Jetski and Trailer and Suzuki Dirt Bike prizes that the winner (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
20. 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/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. If the prize (or part of the 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.
22. Total prize pool value is up to \$50,005. The prize, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. A draw for the prize, if unclaimed, may take place on 17 January 2022 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 telephone within two (2) business days of the draw and their names will be published at <https://www.sidchrome.com.au/ultimategarage> from 18 January 2022.
24. 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.
25. 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.

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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.
28. 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/taking of the prize.
29. 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. The Promoter will not disclose PI to any entity outside of Australia.
30. The Promoter is Stanley Black & Decker Australia Pty Ltd (ABN 82 000 021 938) of 810 Whitehorse Road, Box Hill VIC 3128, telephone 1800 338 002.

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