

“ULTIMATE MATES SPORTS TRIP” 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. The promoter is Stanley Black & Decker Australia Pty Ltd (ABN 82 000 021 938) of Level 2, 810 Whitehorse Road, Box Hill, 3128 (“**Promoter**”).
3. Entry is open to New Zealand residents only aged 18 years or over, who (a) are MyStanley members; and (b) can take the prize, if drawn as a winner, on the dates and as required in these Terms and Conditions. Individuals who are not MyStanley members can become a MyStanley member free of charge by visiting <http://www.stanleytools.co.nz/mystanley>.
4. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate and the agencies and companies associated with this promotion, are ineligible to enter. Immediate family means any of the following: spouse, ex-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 first cousin.
5. Promotion commences at 6:00am NZST on 01/06/2019 and ends for purchases on 31/08/2019 (“**Purchase Period**”). Entries into the promotion will commence at 9:00am NZST on 01/06/2019 and will close at 11:59pm NZST on 15/09/2019 (“**Entry Period**”).
6. To be eligible to enter, eligible individuals must spend a minimum of \$1 (including GST) on any Stanley Fatmax hand tools, lasers, storage or power tool product at any Mitre 10 Mega Store in New Zealand or online at www.stanleytools.co.nz/ultimatetrip (“**Qualifying Transaction**”). Purchase must be fully paid for during the Purchase Period to be eligible for entry.
7. To enter, eligible individuals must then, visit www.stanleytools.co.nz/ultimatetrip, follow the prompts to the promotion entry page (or follow the prompts from their MyStanley account), input the requested details including full name, age, address, email address, mobile phone number, select their store of purchase from the drop down menu provided (or indicate online if an online purchase was made) and then upload the purchase receipt for their Qualifying Transaction and submit the fully completed online entry form during the Entry period.
8. Entrants will receive one (1) entry for each \$1 spent on Stanley Fatmax hand tools, lasers, storage or power tool products in a Qualifying Transaction (including GST). Only one (1) online entry form can be submitted for each Qualifying Transaction/purchase receipt.
9. Incomplete or indecipherable entries will be deemed invalid. Cancelled Qualifying Transactions, cancelled payments, any product that is not fully paid for and any returned products will not be eligible for this promotion. Products purchased on lay-by will also not be eligible for this promotion, unless the layby is fully paid for during the Promotional Period.
10. 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 of 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 Purchase 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 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.
13. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 Australia at 2:00pm AEST on 18/09/2019. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified in writing within two (2) business days of the draw, and their name will be published online at www.stanleytools.co.nz/ultimatetrip on 20/09/2019.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win an Ultimate Mates Sports Trip Prize Package prize for two (2) adults valued at up to NZ\$21,000. Prize includes:
 - Two (2) x return economy airfares from Auckland, New Zealand to Tokyo Japan (if winner resides in the South Island a connecting flight will be provided);
 - Ten (10) nights minimum 3star accommodation at Moxy Hotel, Tokyo Kinshicho including buffet breakfast daily;
 - NZ\$1,000 Visa Debit Card (for the winner only);
 - Two (2) Japan Rail Passes (pre-loaded with NZ\$30 each);
 - Two (2) tickets to a pre-determined sporting event in Japan at the International Stadium Yokohama on 26/10/2019;
 - Two (2) tickets to a pre-determined sporting event in Japan at the International Stadium Yokohama on 27/10/2019;
 - Two (2) tickets to a pre-determined sporting event in Japan at the Tokyo Stadium on 01/11/2019;
 - Two (2) tickets to a pre-determined sporting event in Japan at the Tokyo Stadium on 02/11/2019;
 - Two (2) tickets to a pre-match function held on the evening of the 02/11/2019; and
 - Selected merchandise items to be determined by the Promoter in its absolute discretion.

The following conditions apply to the major prize:

- Additional spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
- Prize must be taken between 24/10/2019 and 04/11/2019 to coincide with the pre-determined sporting events in Japan and is subject to booking and flight availability.
- The winner and his/her companions must depart from and return to the same departure point and travel together.

- Itinerary to be determined by the Promoter in agreement with a winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary.
 - Frequent flyer points will not form part of the prize.
 - The winner will be required to present their credit card at time of accommodation check in.
 - Each element of the prize is subject to the standard terms and conditions of individual prize and service providers.
 - The VISA Debit Card is to be used only for any costs incurred during the trip, and/or once the value of the card runs out all other expenses will be the winner's and their companions' responsibility.
 - The winner and his/her companion will be required to be eligible for travel to the Japan and be responsible for obtaining all necessary travel documentation and permits and their associated costs (where relevant). The winner and his/her companion must also have valid passports (with at least 6 months validity).
 - The Promoter strongly recommends that both the winner and his/her companion obtain travel and health insurance policies for all eventualities. The cost of this is not included and will be the responsibility of the winner and his/her companion.
16. 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.
 17. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
 18. Total prize pool value is up to NZ\$21,000.
 19. The prize, or any unused portion of the prize, is not transferable, refundable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
 20. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
 21. The ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
 22. 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.
 23. 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.

24. 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.
25. 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 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.
26. 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) if a pre-determined sporting event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize.
27. As a condition of accepting the prize, the winner and their guest may be required to 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.
28. 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 and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.