

**“WIN THE THRILL OF A LIFETIME TO DAYTONA WITH SIDCHROME”  
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 18 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 01/09/23 and close at 11:59pm AEDT on 31/12/23 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase any SIDCHROME tool or storage product/s (“**Qualifying Purchase**”) from a participating retailer during the Promotional Period. Entrants will receive one (1) entry for every full dollar spent on SIDCHROME products. A participating retailer is any retailer in Australia that stocks SIDCHROME tool or storage products.
6. To enter, individuals must then complete the following steps during the Promotional Period:
  - (a) Visit <https://www.sidchrome.com.au/ultimatedrive/> and follow the prompts to the promotion entry page;
  - (b) input the requested details;
  - (c) upload a copy of their purchase receipt; and
  - (d) submit the fully completed entry form.

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 an eligible SIDCHROME product and entered in accordance with the above to be eligible for an extra entry.

7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per full dollar (including GST) spent in a Qualifying Purchase in a single transaction; (b) only one (1) entry form permitted per Qualifying Purchase transaction; and (e) each entry form must be submitted separately and in accordance with entry requirements.
8. 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. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
9. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.
12. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, North Wyong NSW 2259 on 08/01/24 at 11:30am AEDT in the presence of an independent scrutineer.
13. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
14. The Winner will be notified by email within two (2) business days of the draw and their name will be published on <https://www.sidchrome.com.au/ultimatedrive/> on 15/01/24.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win a trip to Florida, USA valued at up to AU\$27,130.00. Prize includes:
  - Two (2) x return economy airfares from winner's nearest capital city to Orlando, Florida USA;
  - Five (5) nights twin share minimum 4-star accommodation in Florida including breakfast – one (1) night in Orlando and four (4) nights at Daytona Beach;
  - Entry into Daytona Speedway on the dates below including:
    - On 16/02/24:
      - Lunch at One Daytona Place;
      - Winner's choice between an 'Explore the Track' experience or entry to the Speedway Museum;
      - Suite experience to watch the Craftsman Truck Race;
    - On 18/02/24:
      - Attendance at pre-race festivities and concert;
      - Suite experience to watch the Daytona 500 race;
  - Winner's choice on 17/02/24 between entry to Kennedy Space Center or Topgolf experience (two adults);
  - One (1) x \$600 prepaid Visa card (provided for the winner only); and
  - Six (6) days rental car hire (subject to the terms and conditions of the rental car hire provider).

Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with US itinerary between 14/02/24 and 18/02/24 with flights arriving in Orlando on 14/02/24 and is subject to booking and flight availability.

17. The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner

and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in agreement with the 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. 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.

18. Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
19. 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.
20. 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.
21. The prize components involving entry to Universal Orlando, Daytona Speedway, Kennedy Space Center and/or Topgolf 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 their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
22. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, 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.
23. Total prize pool value is up to AU\$27,130.00.
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 the prize, if unclaimed may take place on 29/01/24 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 within two (2) business days of the draw and their names will be published on <https://www.sidchrome.com.au/ultimatedrive/> on 31/01/24.
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) if any Daytona Speedway 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 / taking of the prize.
31. As a condition of accepting the prize, the winner (and their companion) 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.
32. 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>. 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 (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

33. The Promoter is Stanley Black & Decker Australia Pty Ltd (ABN 82 000 021 938) of 810 Whitehorse Road, Box Hill VIC 3128, telephone 1300 338 002.

**NSW Authority TP/01166. ACT Permit No. TP23/01361. SA Permit No. T23/1058**