

## ("PROMOTIONAL OFFER") TERMS AND CONDITIONS

### **For NSW customers only – Disclosure under the *Fair Trading Act 1987 NSW (FTA)*.**

For the purposes of s47A of the FTA, we disclose to consumers the substance and effect of certain clauses in these Terms and Conditions:

- *Use of personal information* – we may use your personal information to provide the Promotion and to inform you of upcoming offers and research and we may provide your personal information to third parties to enable you to participate in the Promotion – clauses 18, 42 and 43.
- *Eligibility requirements* – we require you to meet certain requirements in order to be eligible for the Promotion – clauses 10-17, 19 - 28.
- *Limitations on redemptions* – a maximum of 5 redemptions can be made per Participant in each Promotion Period – clause 20
- *Right to refuse participation in promotion* – if we believe that you have not complied with the terms and conditions or have acted in bad faith or it is unlawful for the Gift to be provided to you, then we may disqualify you from being able to participate in the Promotion – clauses 17,19, 21, 22, 25-27, 34, 49-53
- *Right to substitute items* – we may substitute Gifts with items of equal price or performance – clause 30
- *Limitations of liability* - we exclude liability for loss and damage – clause 46.
- *Delays in delivering goods* – we are not responsible for any delays in delivery of Gifts – clauses 39 - 41

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### **THE FOLLOWING TERMS APPLY FOR ALL CUSTOMERS (incl NSW customers)**

Information on how to enter the Promotion forms part of these Terms and Conditions. Customers who participate in this promotion (**Participants**) agree to these Terms and Conditions.

If the Participant does seek to participate in any Promotion, then the Participant will be treated as having accepted these Terms and Conditions.

#### **The Promotion**

1. The Promoter is STANLEY BLACK & DECKER AUSTRALIA PTY LTD ABN 82 000 021 938, ("**Promoter**") of 810 Whitehorse Road, Box Hill, VIC 3128 AUSTRALIA.
2. From time to time, the Promoter will offer certain products that can be redeemed by a Participant subject to these Terms and Conditions being satisfied (**Promotion**).
3. The products for any Promotion will be listed at [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) (**Website**) and will be varied and updated without notice to Participants (**Promotion Products**).
4. Purchasing the Promotion Products in accordance with these Terms and Conditions may enable a Participant to be eligible for a free gift set as featured on the Website (**Gift**).

#### **Promotion dates and end dates**

5. The Q1 Promotion commences at 8:00 am AEDST on 01/02/2026 and closes at 11.59 pm AEDST on 31/03/2026 (“**Promotion Period**”). Entries for the Q1 promotional period will be accepted online until 14/04/2026 at 11.59pm (“**Promotion End Date**”).
6. The Q2 Promotion commences at 8:00 am AEDST on 01/04/2026 and closes at 11.59 pm AEDST on 30/06/2026 (“**Promotion Period**”). Entries for the Q2 promotional period will be accepted online until 14/07/2026 at 11.59pm (“**Promotion End Date**”).
7. The Q3 Promotion commences at 8:00 am AEST on 01/07/2026 and closes at 11.59 pm AEDST on 30/09/2026 (“**Promotion Period**”). Entries for the Q3 promotional period will be accepted online until 14/10/2026 at 11.59pm (“**Promotion End Date**”).
8. The Q4 Promotion commences at 8:00 am AEST on 01/10/2026 and closes at 11.59 pm AEDST on 31/01/2027 (“**Promotion Period**”). Entries for the Q4 promotional period will be accepted online until 14/02/2027 at 11.59pm (“**Promotion End Date**”).

### **Certain persons automatically ineligible to participate**

9. 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 cousins.

### **Eligibility of Participants**

10. To be eligible to participate in the Promotion, a Participant must, during the Promotion Period and prior to the relevant Promotion End Date:
  - a) Make a Qualifying Purchase from any DEWALT stockist.
  - b) Visit the Promoter’s website: [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) and fully complete the online redemption form including provide all requested information (**Online Redemption Form**).
11. A “Qualifying Purchase” is the purchase of product that is listed at [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) from a DEWALT stockist during the relevant Promotion Period.
12. Participation in the Promotion is restricted to Participants that at the time of submitting their Online Redemption Form:
  - a) are Australian residents; and
  - b) are aged 18 years or over; and
  - c) have purchased the Promotion Products from a DEWALT stockist for their personal use only; and
  - d) during the relevant Promotion Period purchased the Promotion Products that are listed at [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au); and
  - e) have submitted their claim (including all requested documentation) to the Promoter using the website [www.guaranteedtough.com.au](http://www.guaranteedtough.com.au) before the relevant Promotion End Date;
  - f) have complied with all reasonable requests of the Promoter; and
  - g) satisfied all of these terms and conditions; and
  - h) are in possession of the Promotion Products that were purchased from a DEWALT stockist that forms part of the claim in the Online Redemption Form.
13. Business, company and trade purchasers are not entitled to participate in the Promotion and these purchases are not a Qualifying Purchase for the purpose of these Terms and Conditions.

14. 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.
15. If the Promotion Product is returned or exchanged after the submission of the Online Redemption Form by the Participant, the Promoter may, in its absolute discretion:
  - a) Reject the Online Redemption Form; and/or
  - b) Refuse to dispatch any redemption; and/or
  - c) Disqualify the Participant from participating in the Promotion; and/or
  - d) If the redemption has been dispatched, demand payment of recommended retail price of the redemption Gift from the Participant.

### **Identity of Participant**

16. The name of the Participant submitted in the Online Redemption Form must match the name on the purchase receipt or the credit/debit card that purchased the Qualifying Purchase. If there is a discrepancy between the identity of the purchaser, the name on the credit/debit card, and/or the name of the Participant noted on the Online Redemption Form, the claim submitted by the Online Redemption Form will be deemed invalid and is incapable of being resubmitted to the Promoter.
17. 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 of the entrant's entries being invalid).
18. The Promoter must comply with Australian and international laws and as such, may be required to retain copies of the Participant's drivers license, passport and other forms of identification to evidence the Participant's identity and location. In some cases, the Promoter may be required to provide copies of the Participant's identification documents to Australian and/or international regulators or authorities.

### **Proof of purchase**

19. To verify each entry entrants must retain the original purchase receipt(s). Proof of purchase is a strict condition / requirement for redemption. The Promoter may request the Participant provide the original purchase receipt. Failure to produce the original proof of purchase will invalidate the claim made by the Participant in the Online Redemption Form.

### **Maximum and multiple redemptions**

20. A Participant may only make a maximum of five (5) redemptions during any one Redemption Period. If more than five redemptions are sought during the relevant Redemption Period, the Promoter, in its absolute discretion will determine which Online Redemption Form(s) it will reject.
21. Multiple entries are permitted to a maximum of five (5) claims per customer, however, claims must be submitted individually through the Website. If a Participant is unable to provide proof of purchase for all entries, then all the entries of that Participant 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.

### **All claims to be submitted by Promotion End Date**

22. All claims made by a Participant under the Promotion must be made by the Participant by the Promotion End Date. No extensions of time will be granted

### **Promoter's right to investigate**

23. The Promoter reserves the right to investigate any information contained in the Online Redemption Form and to request further information from the Participant or third parties in support of the Participant's participation in the Promotion.
24. The Promoter may request further information from the Participant such as the Participant's proof of address, name, age, occupation, employer, bank/credit card statements and any other information the Promoter may reasonably require. This may include requiring the Participant to provide to the Promoter copies of photographic identification such as copies of the Participant's drivers license or passport as well as proof of the Participant's address.
25. Failure by the Participant to provide any information requested by the Promoter will result in the Online Redemption Form being invalid.
26. Any discrepancies in the information contained in the Online Redemption Form and the information provided by the Participant or a third party to the Promoter will result in the Online Redemption Form being invalid.
27. Incomplete Online Redemption Forms or failure to provide information requested by the Promoter will result in the Online Redemption Form being invalid.
28. The Participant consents to the Promoter contacting the Participant by email and telephone to discuss the Promotion.

### **Acceptance of claims sought by Online Redemption Form.**

29. Once the Promoter has validated all information provided by the Participant, if the claim is approved, the Participant will receive an email confirming:
  - a) acceptance of the Online Redemption Form; and
  - b) the Gift that will be sent to the Participant.
30. The Promoter will make all reasonable attempts to provide the Gift nominated in the Online Redemption Form to the Participant, but if the Gift is unavailable, the Promoter reserves the right to substitute a similar gift that is equal in price and/or performance.
31. Participants will not be entitled to any additional compensation in the event that the Gift has been substituted.
32. The Promoters decision to accept or decline an Online Redemption Form is final.

### **Participant to act in good faith at all times**

33. The Participant agrees that it will act honestly and in good faith at all times in relation to its participation in the Promotion.
34. If the Promoter believes that the Participant has been dishonest, tampered with the Promotion and/or the claims process, has engaged in unlawful or fraudulent conduct or breached these Terms and Conditions, the Promoter may disqualify the Participant from participating in the Promotion or reject any and all Online Redemption Forms submitted by the Participant without further liability to the Participant.
35. If the Promoter believes that the Participant has been guilty of conduct referred to in paragraph 34 and the Gift has been dispatched to the Participant, the Promoter may demand payment from the Participant of the recommended retail price of all Gifts claimed and dispatched to the Participant during the Promotion.

### **Online entries only**

36. Entries may only be submitted online and in the form set out at the Website and may not be accepted by the Promoter in any other form. If the Participant is unable to submit its Online Redemption Form using the Website, the Promoter may, in its discretion, allow an alternative means for the Online Redemption Form to be lodged with the Promoter. The deadlines and other Terms and Conditions continue to apply in such circumstances.

#### **No liability for lost, late or incomplete Online Redemption Forms**

37. 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.

38. 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.

#### **Delivery**

39. Delivery may take up to 45 working days from receipt of entry and will be by ordinary post.

40. The Promoter is not responsible for any loss, delay or damage to the Gift that occurs during delivery.

41. The Promoter is not responsible for any incorrect or incomplete addresses provided by the Participant in the Online Redemption Form.

#### **Use and disclosure of personal information**

42. The Promoter may, for an indefinite period, unless otherwise advised, use the information submitted by a Participant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant and/or its authorised representative. Participants should direct any request to opt out, access, update or correct information to the Promoter at [auredemptions@sbdinc.com](mailto:auredemptions@sbdinc.com).

43. The Promoter collects personal information of the Participants 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 Gift suppliers and, as required, to Australian and international regulatory authorities. Personal information provided by the Participant may be transferred to recipients outside of Australia that may not be required to protect the information in a way that, overall, provides comparable safeguards to those contained in Australian Privacy law. Entry is conditional upon the Promoter being able to use the Participant's information as set out in these Terms and Conditions.

44. The Promoter's Privacy Policy at <https://www.stanleyblackanddecker.com/privacy-policy/global-privacy-policy> contains information about how you can access or correct personal information held about you or make a complaint under the Privacy Act 1988.

#### **Australia Consumer Law**

45. 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 that are incapable of being excluded ("**Non-Excludable Guarantees**").

## **Limitation of Liability**

46. 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 Online Redemption Form 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 the Participant; or
  - e. use/taking of a Gift.

## **Compliance with Australian and international laws**

47. The Promoter is required to comply with Australian and International laws.
48. The Promoter may be required to provide copies of any information or data obtained from the Participant to third parties such as Australian and/or international government departments, regulators or law enforcement authorities (**Third Party Agencies**). The Participant accepts that the Promoter may be prevented by Australian or international law from revealing the reason for requesting information from the Participant or notifying the Participant of any notifications to any Third-Party Agencies that the Promoter must make in relation to the identity or location of the Participant.
49. In unusual circumstances, it may be unlawful for the Promoter to provide the Gift to the Participant as to do so would place the Promoter in breach of either Australian or international laws. If the Promoter is unable to provide the Gift to the Participant due to the operation of Australian or international law and the law allows, the Promoter will offer the Participant a refund of the purchase price paid by the Participant for the Promotion Product upon the return of the Promotion Product to the retailer where the Promotion Product was purchased.

## **Other matters**

50. The Promotion is only valid for those residing in mainland Australia (including Tasmania and other major offshore islands). The Promoter reserves the right to withhold delivery of the Gift if the delivery address of the Participant falls outside of these locations.
51. The Promotion cannot be used in conjunction with any other offer.
52. The Promoter reserves its right to modify suspend, terminate or cancel the Promotion in circumstance where the Promotion is unable to continue due to reasons beyond the control of the Promoter including but not limited to war, pandemic or ongoing supply chain issues.
53. Gifts are not transferable or exchangeable and cannot be taken as cash.
54. If you have any queries in relation to these Terms and Conditions or the Promotion, please contact [auredemptions@sbdinc.com](mailto:auredemptions@sbdinc.com).