

## Promotional Terms & Conditions – NightWolf trade in promotion

**Between** ITW Construction, Asia Pacific ("ITW", "us" or "we" or "our");

**And** You ("you" or "your");

### 1. Introduction

- 1.1. These terms and conditions contain information about the NightWolf trade in promotion being run in New Zealand.
- 1.2. Entry into the competition (as detailed below) is deemed to be acceptance of these terms and conditions.
- 1.3. For any inquiries regarding this Promotion, please contact ITW at [general@paslodeanz.com](mailto:general@paslodeanz.com).

### 2. Eligibility for entry

- 2.1. This competition is open to all New Zealand residents who are 18 years of age or older ("**entrant**").
- 2.2. Employees of ITW and their immediate family members (including siblings, partners, children), are not eligible to enter.
- 2.3. Employees of all participating stores and their immediate family members (including siblings, partners, children), are not eligible to enter.

### 3. Where to enter / Participating stores and duration

- 3.1. The promotion begins on 1 October 2025 and ends on 30 November 2025 ("**Trade In Period**").
- 3.2. The participating stores are all stores in New Zealand that advertise the promotion during the Trade In Period ("**participating stores**" / "**participating store**").

### 4. How to enter & claim gift

- 4.1. The qualifying products to trade in are any Paslode Impulse FrameMasters, and other branded Impulse Framers and Cordless Battery Framers ("**Trade In Product**" / "**Trade In Products**"). No other products will qualify for this trade in promotion.
- 4.2. To claim the gift an entrant needs to, during the Trade In Period, do the following ("**Entry**" / "**Entries**"):
  - 4.2.1. Purchase a new NightWolf tool from a participating store; and

4.2.2. Provide, at the point of purchase, a single Trade In Product per purchase of NightWolf tool, to that participating store.

4.3. For an Entry to be valid:

4.3.1. The entrant claiming the gift must be the legal owner of the Trade In Product, or, have permission from the legal owner of the Trade In Product to trade it in.

4.3.2. The entrant must hand over the Trade In Product to the participating store at the point of purchase.

4.3.3. The purchase of the NightWolf tool must be made during the Trade In Period.

4.3.4. The Trade In Product must be in good working condition and order at the point of purchase of the NightWolf tool. ITW and the participating stores reserve the right, in their sole and absolute discretion, to refuse to accept Trade In Products that are damaged, destroyed, or in poor condition.

## **5. Terms of claiming gift**

5.1. This offer is not valid in conjunction with any other offer or promotion.

5.2. For every valid Entry, the Entrant will receive a gift of an NZD\$350 discount from that participating store at the point of purchase on that newly purchased NightWolf tool.

5.3. Only one Trade In Product can be traded in for a discount per NightWolf Tool. For example:

5.3.1. Trading in two Trade In Products for one Nightwolf Tool will not get a NZD\$700 discount on that NightWolf Tool.

5.3.2. However, providing two Trade In Products for two purchases of a NightWolf Tool will get the NZD\$350 discount for each NightWolf Tool (but, not a NZD\$700 discount on one of those NightWolf Tools).

5.4. The value of the recommended retail price of the discounted NightWolf tool is NZD\$999 inclusive of GST.

5.5. Submitting an Entry during the Trade In Period is deemed acceptance of these terms and conditions.

5.6. The participating store makes all decisions in relation to entrants, entries, eligibility to enter and availability of the prizes, including disallowing any Entry or entrant for any reason. The participating store is not required to give any reasons. ITW will not enter into any correspondence about this, and all the participating store's decisions are final.

## **6. Miscellaneous terms**

- 6.1. ITW may be required by law to disclose information you provide as part of the promotion.
- 6.2. By submitting an Entry you agree to grant ITW the right to collect and use your personal information for the purposes:
  - 6.2.1. Of running, promoting, and/or managing this competition (to the extent necessary); and
  - 6.2.2. For use on its website and/or any ITW social media channels to announce or discuss the promotion, which it may do in its sole discretion.
- 6.3. ITW is not responsible and accepts no responsibility for any tax implications for redeeming a gift in this promotion. If you are concerned about this, you should seek financial or accounting advice from a professional.
- 6.4. All product images and photographs used as part of this promotion are indicative only.
- 6.5. ITW reserves the right to make any changes to this promotion, including (but not limited to) suspending the promotion, and extending or shortening the Trade In Period, in its sole discretion.
- 6.6. If for any reason this promotion is unable to be run as planned, including for any reason such as network outages, natural disasters, tampering, unauthorised intervention, fraud, technical or mechanical failure, or any cause beyond ITW's control (or the control of the participating store), ITW may in its sole discretion cancel, terminate, modify or suspend the promotion and invalidate any affected entries, or suspend or modify any prize, subject to any applicable laws or regulations.
- 6.7. ITW and each participating store reserves the right to:
  - 6.7.1. Require verification of any Entries, for any reason, to its satisfaction in its sole discretion.
  - 6.7.2. Require any information from you as necessary to verify any Entry as above. If you fail to provide any information requested by the participating store for the purposes of verification, you may be disqualified from the promotion.
  - 6.7.3. Disqualify any Entry for any reason whatsoever, and is not required to give a reason for doing so.
  - 6.7.4. Refuse to redeem a gift where the participating store believes that you:
    - 6.7.4.1. have provided false or misleading information; or
    - 6.7.4.2. have acted in a manner that is not in the spirit of the promotion; or

6.7.4.3. because you have acted inconsistently with these terms and conditions.

- 6.8. ITW is not responsible for any failure to receive an entry or a prize, including but not limited any error, failure, or other issue caused by or due to technical problems. If you win, you are responsible for ensuring you claim your prize by responding to the participating store's contact and have reliable access to a phone, computer, or mobile device and/or an internet connection as required to do so.
- 6.9. ITW is not liable for any loss, damage, or personal injury (as may be applicable), as a result of the prize, or your use of it, or in connection with the promotion, except for any liability that can't be excluded under New Zealand law.
- 6.10. These terms and conditions are governed by the laws of New Zealand