

“THE ULTIMATE MATES TRIP” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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**”). The sponsor of this promotion is Super Cheap Auto Pty Ltd (ABN 64 085 395 124) of 751 Gympie Road Lawton QLD4501, Australia (“**Sponsor**”).
3. Entry is open to Australian residents only aged 18 years or over, who can take the prizes, if draws as a winner, on the dates and as required in these Terms and Conditions. Entry is not valid for commercial transactions made by or on behalf of a business.
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, the Sponsor, 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 9am (AEST) on 25/07/2018 and ends at 4pm (AEST) on 3 September 2018 (“**Promotional Period**”).
6. To enter, eligible individuals must complete the following steps during the Promotional Period:
 - Spend a minimum of \$1 (including GST) on any Stanley or Stanley Fatmax product at any Supercheap Auto store in Australia or the Supercheap Auto online store at www.supercheapauto.com.au (“**Qualifying Transaction**”). Purchase must be fully paid for during the Promotional Period to be eligible for entry; and
 - Visit www.stanleytoolspromotion.com.au, follow the prompts to the promotion entry page, input the requested details including full name, address, email address, upload the purchase receipt for their Qualifying Transaction, sign up to Mysterley program (details available at www.stanleytools.com.au/MyStanley and submit the fully completed entry form.
7. Entrants will receive one (1) entry for each \$1 spent on Stanley or Stanley Fatmax product in a Qualifying Transaction (including GST). Only one (1) entry form can be submitted for each Qualifying Transaction/purchase receipt.
8. 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.
9. 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 Promotional Period but prior to entry.

10. 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.
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. There will be four (4) draws conducted for this promotion, as follows:
- Early Bird NSW Tickets Draw 1 – conducted for entries received by 11.59am AEST on 27/07/2018. Any entry received after this time and date will not be included in Early Bird Draw 1;
 - Early Bird NSW Tickets Draw 2 - conducted for entries received by 11.59am AEST on 30/07/2018. Any entry received after this time and date will not be included in Early Bird Draw 2;
 - VIC Tickets Draw – for all entries received during the Promotional Period; and
 - Major Prize Draw – for all entries received during the Promotional Period.
13. All draws will take place at Suite 5/210 Central Coast Hwy, Erina NSW 2250 at 2pm AEST on the dates specified in the table below. 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 relevant draw, and their names will be published online at www.facebook.com/stanleytoolsaustralia on the dates indicated in the table below.

Draw	Draw Date	Publication Date
Early Bird NSW Hot Lap Draw 1	27/07/2018	28/07/2018
Early Bird NSW Hot Lap Draw 2	30/07/2018	30/07/2018
VIC Hot Lap Draw	04/09/2018	05/09/2018
Major Prize Draw	04/09/2018	05/09/2018

14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn in the Early Bird NSW Hot Lap Draw 1 will win a hot lap for the winner and one (1) guest at the Sydney Motorsport Park in NSW on 05/08/2018, valued at \$300. Hot lap includes an opportunity for the winner and one (1) guest to take one lap around the track, as passengers, with a driver to be selected by the Promoter in its discretion. The winner and their guest must make their own way to and from the Sydney Motorsport Park. Any costs associated with taking the prize, including but not limited to transfers, flights, accommodation or meals, are the responsibility of the winner and their guest, as incurred.
16. The first valid entry drawn in the Early Bird NSW Hot Lap Draw 2 will win a hot lap for the winner and one (1) guest at the Sydney Motorsport Park in NSW on 06/08/2018, valued at \$300. Hot lap includes an opportunity for the winner and one (1) guest to take one lap around the track in, as passengers, with a driver to be selected by the Promoter in its discretion. The winner and their guest must make their own way to and from the Sydney Motorsport Park. Any

costs associated with taking the prize, including but not limited to transfers, flights, accommodation or meals, are the responsibility of the winner and their guest, as incurred.

17. The first valid entry drawn in the VIC Tickets Draw will win a hot lap for the winner and one (1) guest at the Sandown Raceway in VIC on 17/09/2018, valued at \$300. The hot lap includes an opportunity for the winner and one (1) guest to take one lap around the track, as passengers, with a driver to be selected by the Promoter in its discretion. The winner and their guest must make their own way to and from the Sandown Raceway in VIC. Any costs associated with taking the prize, including but not limited to transfers, flights, accommodation or meals, are the responsibility of the winner and their guest, as incurred.
18. Each winner of the hot lap ("**Activity**") and his/her guest acknowledge that the Activity is a dangerous activity that may result in injury or death, and participate at their own risk. Each winner and his/her guest must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or his/her guest from participating in the Activity if, at any time, they reasonably believe that the winner or his/her guest pose a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled, and no compensation will be offered.
19. The first valid entry drawn in the Major Prize draw will win the major prize, consisting of an experience at Bathurst 1000 (Mount Panorama Circuit - Mountain Straight, Mount Panorama NSW) for themselves and three (3) adults, valued up to \$6,630, depending on point of departure. Major prize includes:
 - Hire of a conquest Tourer Winnebago between 03/10/2018 to 08/10/2018 – valued at \$2520
 - A Visa Debit Card to the value of \$500
 - Reserved parking at Bathurst 1000 for the Tourer Winnebago between 03/10/2018 – 08/10/2018 – valued at \$350
 - 4 x General admission paddock passes to Bathurst 1000 between 04/10/2018 – 08/10/2018 valued at \$160
 - A pit garage tour for 4 adults at Bathurst 1000 on between 04/10/2018 – 08/10/2018 – valued at \$400
 - Behind the scenes Experience at Bathurst 1000 for 4 adults – valued at \$200
 - Up to 4 x return economy flights (standard baggage), up to the maximum total value of \$2,500, from the winner's nearest capital city to Sydney NSW (if required). If the winner is from NSW, then the prize does not include flights and this element of the prize will be forfeited and will not be redeemable for cash. If the flights are valued at over \$2,500, the winner and/or their chosen guest(s) must pay for the difference or the winner must select a lower number of travellers.

The following conditions apply to the major prize:

- 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 03/10/2018 and 08/10/2018 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 Tourer Winnebago can only be driven by a holder of a full licence issued in an Australian State or Territory who is aged over 25 years. Either the winner or one of their companion must meet these conditions and only such a person can drive the Tourer Winnebago;
- Driver of the Tourer Winnebago must present their credit card upon pick up of the Winnebago – Deposit of \$250 will be taken and will be returned when Winebago returned in accordance with specificd rental conditions;
- The Tourer Winnebago must be picked up between the hours 8 am – 3pm from Unit 11/10 Pioneer Avenue, Thornleigh;
- The Tourer Winnebago must be dropped off between the hours 8am – 3pm at Unit 11/10 Pioneer Avenue, Thornleigh
- The Promoter and the Sponsor do not hold any responsibility for any damage to the Winnebago; any such damage will be at the expense of the winner and driver, in line with standard rental terms of the rental provider.
- If the winner wishes to extend their trip, they may be able to do so, however, any extension will be at the winner's cost and subject to availability.
- 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 .
- Flights are valued up to \$2,500; if flights are below this value, the remainder will be forfeited and will not be redeemable for cash.

20. The next three (3) valid entries drawn in the Major Prize draw will each win the runner up prize of a merchandise pack valued at \$50, consisting of:

- Tshirt;
- Cap; and
- Notebook.

Brand, size and style of each item will be determined by the Promoter in its absolute discretion.

21. Any ancillary costs associated with redeeming any card or ticket are not included. Any unused balance of any card or ticket will not be awarded as cash. Redemption of any card or ticket is subject to any terms and conditions of the issuer including those specified on the card/ticket.

22. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a 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.

23. If any prize (or part of any 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.
24. Total prize pool value is up to \$7,680.
25. Prizes, or any unused portion of a prize, are not transferable, refundable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
26. A re-draw for any unclaimed prize(s) may take place on the dates indicated in the table below at the same time and place as the original draws, subject to any directions from a regulatory authority. Winner(s), if any, will be notified in writing within two (2) business days of the re-draw, and their name will be published online at www.facebook.com/stanleytoolsaustralia from the dates indicated in the table below.

Prize	Unclaimed Draw Date	Publication Date
Early Bird NSW Hot Lap Draw 1 Prize	31/07/2018	01/08/2018
Early Bird NSW Hot Lap Draw 2 Prize	03/08/2018	04/08/2018
VIC Hot Lap Draw Prize	11/09/2018	12/09/2018
Major Prize Draw – major prize	11/09/2018	12/09/2018
Major Prize Draw – runner up prizes	07/12/2018	10/12/2018

27. Entrants consent to the Promoter and the Sponsor 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 and/or the Sponsor. The winners agree to procure any guest that takes the prize with them to agree to the rights granted herein also, in respect to the use of the guest's name, likeness, image and/or voice.
28. 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.
29. 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.
30. 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 and the Sponsor (including each of their respective officers, employees and agents) exclude 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.

31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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 or the Sponsor'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 or the Sponsor; (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) taking/use of a prize or if any prize event is rescheduled or cancelled for reasons outside of the Promoter's and the Sponsor's control.
32. As a condition of accepting the prize, each winner and their guest may be required to sign any legal documentation as and in the form required by the Promoter, the Sponsor and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
33. 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 <http://www.stanleytools.com.au/privacy> 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 will not disclose PI to entities outside of Australia.

NSW Permit No. LTPS/18/25681

ACT Permit No. TP18/01200

SA Permit No. T18/1099