

“SIDCHROME SIMULATOR” 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 (as defined below) 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 1st cousin.
4. Entries into the promotion open on 01/11/2020 and close at 11:59pm AEDST on 28/02/2021 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase any SIDCHROME product(s) from a Participating Retailer during the Promotional Period (“**Qualifying Purchase**”). A participating retailer is any retailer in Australia that stocks the Promoter’s products (including physical or online stores) (“**Participating Retailer**”). In the event a purchase receipt is not automatically provided to them it is the individual’s responsibility to request one.
6. To enter, individuals must then visit <https://www.sidchrome.com.au/promotions>, follow the prompts to the promotion entry page, input the requested details including first & last name, email address, phone number, occupation (from the drop down list), if they are currently an apprentice (Tick Box – Yes/No), residential postcode and state, Participating Retailer where the Qualifying Purchase was made, upload a copy of their purchase receipt, enter the details of their Qualifying Purchase (including the amount spent) and submit the fully completed entry form during the Promotional Period. Entrants will one (1) entry for every dollar spent in their Qualifying Purchase.
7. To receive one (1) bonus entry into the promotion, individuals must sign up for the SIDCHROME newsletter by ticking the opt-in box.
8. For the removal of doubt, purchases of a SIDCHROME product from a retailer that is not a SIDCHROME authorised stockist retailer (e.g. eBay, Amazon) are not eligible for entry into the promotion.
9. Entrants must retain their original OR 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.
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. Incomplete or indecipherable entries will be deemed invalid.
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 NSW 2250 on 05/03/2021 at 3:00pm AEDST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published at <https://www.sidchrome.com.au/promotions> from 08/03/2021.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a SIDCHROME Simulator valued at \$12,880 including the following:

- Simagic Base & Wheel (GT)	\$1,700.00
- Frame 160/40	\$1,100.00
- Triple Freestanding Screen Mount	\$500.00
- Simrigs Loadcell Pedals	\$1,500.00
- 3 x Samsung 32" WQHD 144Hz FreeSync Curved Monitor	\$2,000.00
- Seat & Slider combo	\$500.00
- Computer SE Motosport Spec	\$3,000.00
- Sim Assembly	\$500.00
- Deliver and Install	\$500.00
- Vertex Dash	\$350.00
- keyboard, mouse, cables	\$200.00
- Gaming Headset	\$150.00
- Customized Seat	\$880.00
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$12,880.
19. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
20. A draw for the prize, if unclaimed, may take place on 07/06/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified within two (2) business days of the draw and their name will be published at <https://www.sidchrome.com.au/promotions> from 08/06/2021.

21. 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.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.
25. 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) any tax liability incurred by a winner or entrant; or (f) use of the prize.
26. As a condition of accepting the prize, the winner 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.
27. 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/global-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. The Promoter will not disclose PI to any entity outside of Australia.

28. The Promoter is STANLEY BLACK & DECKER AUSTRALIA PTY LTD (ABN 82 000 021 938) of 810 Whitehorse Road, Box Hill, Victoria 3128, telephone 1800 338 002.

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