

# STANLEY BLACK & DECKER “IRWIN TRADIE MONTH SPEND AND GET” IN-STORE BONUS PROMOTION WITH BUNNINGS AUSTRALIA (PROMOTION)

## TERMS AND CONDITIONS

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

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

### The Promotion

1. The Promoter is STANLEY BLACK & DECKER (“Promoter”) of Level 2, 810 Whitehorse Road, Box Hill, VIC Australia 3128
2. To be eligible to claim, the Participant must be one of the first twenty (20) customers to purchase a minimum of \$99 AUD (including GST) on any IRWIN branded products including but not limited to, Hand Tools, Accessories, Workwear and Storage from participating Bunnings stores during an instore IRWIN branded promotional pop-up event held at selected Bunnings Stores at advertised times (IRWIN Event)<sup>1</sup> and in one transaction (**Qualifying Purchase**).
3. Making a Qualifying Purchase during an IRWIN Event and in accordance with these Terms and Conditions will enable the first twenty (20) customers to be eligible to claim the In-Store BONUS (**BONUS**) stated below.

#### **PPE MERCH PACK (BONUS)**

1x Hi-Vis T-Shirt

1x Safety Glasses

1x Gloves (Pair)

### Location and availability of BONUS

4. The location and timing of the IRWIN Events will be published by the Promoter in social media announcements. The Promoter reserves the right to cancel an IRWIN Event at any time. The BONUS is only offered to Qualifying Purchases made at IRWIN Events and the customer is advised to confirm the availability of the BONUS at their chosen IRWIN Event via the IRWIN staff located at the IRWIN marquee prior to purchasing IRWIN branded items.

### Eligibility of Participants

5. The BONUS is not available for commercial tenders or bulk orders. Resellers are not eligible to claim on behalf of 3rd party customers.

### **How to claim**

6. To be eligible to participate in the Promotion and claim the Bonus, a Participant must, during the IRWIN Event:
  - a) Make a Qualifying Purchase from the Bunnings store that the IRWIN Event is being held at the time the IRWIN Event is being held'
  - b) Be one of the first twenty (20) participants to make a claim at the IRWIN Event;
  - c) Ensure that they have a receipt which confirms the Qualifying Purchase was made at the same Bunnings store and during the IRWIN Event
  - d) Present a copy of the receipt to the IRWIN staff at the IRWIN Event, located at the IRWIN marquee
  - e) Confirm that BONUS stock is available with IRWIN staff
  - f) Agree to these Terms and Conditions
7. Participants must retain possession of the products making up the Qualifying Purchase. If the Qualifying Products are returned to a Bunnings store, Participants agree to comply with the Bunnings or associated store Refunds & Return Policy, which may include the return of the BONUS.

### **Proof of purchase**

8. Participants must retain the original purchase receipt for the Qualifying Purchase. Proof of purchase is a strict condition / requirement for claiming the BONUS at the IRWIN Event.
9. If a Participant is unable to provide proof of purchase for their entry, then the entry of that Participant will be deemed invalid. Sharing receipt / invoice numbers is not allowed. If the IRWIN staff reasonably believes that an entry has been made on this basis, this will invalidate all entries affected.

### **Maximum number of claims**

10. Only one BONUS can be claimed Qualifying Purchase.
11. A maximum of one (1) claim can be made per Participant.

### **All claims to be submitted during the IRWIN Event**

12. All claims made by a Participant under the Promotion must be made by the Participant with the IRWIN staff during the IRWIN Event. No claims for the BONUS will be considered if made outside of the timing of the IRWIN Event or if the receipt for the Qualifying Purchase does not match the same Bunnings store of the IRWIN Event.

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

13. The Participant agrees that it will act honestly and in good faith at all times.
14. 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 in-store claims submitted by the Participant to claim the BONUS.

### **Delivery**

15. For Qualifying Purchases, the BONUS is provided via the IRWIN staff located at the IRWIN marquee at the IRWIN Event.

### **Limitation of Liability**

16. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees and implied warranties as provided under the consumer protection laws in Australia that are incapable of being excluded ("Non-Excludable Guarantees"). To the maximum extent permitted by law and 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) to any person, 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.
17. Without limiting clause 16, to the maximum extent permitted by law, 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, unauthorized access or third party interference; (c) any claim for the BONUS 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 a winning Participant; or (e) use/taking of the BONUS.

### **Use of personal information**

18. The Promoter may collect personal information of the Participants to conduct the Promotion and for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant. For these purposes, or if required by law, the Promoter may disclose such information to third parties, including (without limitation) agents, contractors, service providers and regulatory authorities. Entry is conditional upon the Promoter being able to use the Participant's information as set out in these Terms and Conditions. The Promoter's privacy policy is available at [Privacy Policy | Stanley Black & Decker](#). Participants can direct any request to opt out, access, update, or correct information to the Promoter at [Privacy Web Form](#).

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

19. The Promoter is required to comply with Australian and International laws. In the unusual circumstance that providing the BONUS to the Participant may (in the Promoter's opinion, whose decision will be final) place the Promoter in breach of either Australian or international laws, then: (a) the Promoter is not be liable to provide the BONUS (or the value of the BONUS in cash or otherwise) to the Participant; (b) the Promoter will not be obliged to refund the purchase price of the Qualifying Products purchased by the Participant; and (c) the Promoter will, unless restricted by law from doing so, reveal the reasons for refusing to provide the BONUS to the Participant.

### **Other matters**

20. The Promotion is only valid for those who are 18 years old or older and residing in Australia at the time of the IRWIN Event.
21. The Promotion cannot be used in conjunction with any other offer.
22. The Promoter reserves its right to modify suspend, terminate or cancel the Promotion in its absolute discretion, including in circumstances where the Promotion is unable to continue due to reasons beyond the control of the Promoter including but not limited to war, pandemic, ongoing supply chain issues.
23. The BONUS is not transferable or exchangeable and cannot be taken as cash.  
If you have any queries in relation to these Terms and Conditions or the Promotion, please contact STANLEY BLACK & DECKER on 1800 338 002.