

## WIN A Toolbox Fridge with Milwaukee Tools

### Competition Terms & Conditions

1. Information on how to enter this competition (Competition) forms part of the terms of entry, which includes these terms and conditions (Terms). Entry into the Competition is deemed acceptance of these Terms.
2. The promoter is Techtronic Industries N.Z. Pty Ltd (NZBN 9429039761347) of 274 Church St, Penrose, Auckland (Promoter).

### Entry into the Competition

3. Entry into the Competition is open to New Zealand citizens and New Zealand residents only over 18 years of age.
4. The Competition commences 7:00am (NZST) Friday 1<sup>st</sup> October 2021 and concludes 11:59 pm (NZST) Tuesday 30<sup>th</sup> November 2021 (Closing Date) (the Promotional Period). **Please Note: The Competition start date and end date, or the entire Promotion Period may be changed at any time and at short notice due to the current restrictions enforced by the New Zealand Government in relation to the Covid-19 crisis. The Promoter may also vary the Promotion Period at any time taking into account the Covid-19 crisis.**
5. To enter, entrants must, during the Promotional Period, complete the following:

Purchase any Milwaukee product, at ITM, **only** during the promotional period and retain your proof of purchase (receipt).

**Milwaukee products purchased from any other authorized retailers, non-authorized sellers and retailers (including parallel imports), and online purchases are not eligible to participate in this Competition.**

- The items must be paid for in full and accounts with dealers or retailers cannot be in arrears or default.
- Entry into the Competition is by completing **an online entry form only** as set out below.
- Visit [itm.co.nz/winafridge](http://itm.co.nz/winafridge) and complete the entry form:
  - o Full Name (first name and last name);
  - o Company name (not mandatory);
  - o Email address;
  - o Mobile number;
  - o Address;
  - o Authorised Milwaukee retailer - place of purchase;
  - o Receipt/Invoice number of eligible purchases made during the Promotional period;and
- Number of eligible entries (1 entry per invoice).
- The winner will be notified by phone or email after their entry has been confirmed as genuine after validating the purchase receipt and details with the Authorised Milwaukee retailer store.

- Any entry form/application that fails to provide true and correct information will be deemed invalid and excluded from the Competition.
  - The Promoter will collect the winner's address details so that the prize can be awarded.
  - Entrants are responsible for any expenses they incur in entering the Competition. There is no additional fee charged to enter this Competition other than the cost of the Milwaukee product purchased, and the cost of you accessing the Internet.
6. If an entrant is entering on behalf of a Company or Business, and not in their own right, consent must be obtained from the Company or Business whom is making the Milwaukee product purchase. If an entrant is an employee or contractor of a Company or Business and is making the purchase on behalf of a Company or Business, or the purchase is under a corporate account, consent must be obtained from the Company or Business (that is the actual purchaser) that is making the Milwaukee product purchase. If entrants are entering as a result of a Milwaukee product purchase made through a Company or Business account, consent must be obtained from the Company/Business for an entry to be valid. Entrants must have the express written consent of the Company or Business on or before entering the Competition, in order for the entry to be valid for this Competition. The promoter may request a written copy of this consent, at any time.
  7. Entries must be received by 11.59pm (NZST) Tuesday, 30<sup>th</sup> November 2021. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant. Entries must be received by the Closing Date. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
  8. Multiple entries are **not** eligible per receipt.
  9. Employees of the Promoter, the Promoter's associated companies, the Promoter's retailers associated with this promotion and each of their immediate families (i.e. spouse, parent, child or sibling) are ineligible to enter.
  10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms or who has, in the sole opinion of the Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. This includes but not limited to entrants and households using multiple email addresses, postal addresses, PO Box addresses to register single or multiple purchases.
  11. Entrants warrant that their entry in the Competition does not breach the intellectual property rights of any third party and does not breach the Gambling Act 2003. The entrant indemnifies and will keep the Promoter and its associated agencies indemnified against any loss, costs

(including legal costs), expenses or liability the Promoter and its associated agencies may suffer arising out of any breach by the entrant of this clause.

### **Determining the Winner of the Prize Pack**

12. The prize draw will take place ITM Support Office, 38 Tarndale Grove, Rosedale, Auckland 0632. NZ on Tuesday, 21 December 2021. One winner will be awarded the prize within 8 weeks of the prize draw. The winner will be required to travel to a nominated ITM Store in their region to be presented with the prize. The winner will be notified by phone or email.
13. The prize includes:
  - 10 (Ten) Milwaukee Toolbox Fridge
    - o Each Valued at \$795 Including GST
  - Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). All references to currency are to NZ currency. The promoter accepts no responsibility for change in prize value. All prize values are listed in NZ currency.
  - Prize images are for illustrative purposes only and some staging accessories and decorative items may not be included in the prize.
14. If the winner is, through any legal incapacity or otherwise, unable to register the prize in their own name, then the winner may assign the prize to another person (who consents to such assignment) with legal capacity for the purposes of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee.
15. The winner must provide the Promoter with certified copies of all documentation (such as a drivers license, photo ID, passport and other similar documentation) as required by the Promoter before the prize is awarded. 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.
16. There will be a total of 10 (ten) winner.
17. Total Maximum prize pool value is approximately valued at \$7,950 (including GST).
18. If the prize is not claimed by the winner, a draw for any unclaimed prizes if required may take place on Tuesday 11<sup>th</sup> January 2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified by phone or email within 2 days of the draw.
19. 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.

20. 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 or greater value and/or specification, subject to any written directions from a regulatory authority.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
22. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
23. The Promoter reserves the right to request the winner to provide proof of identity and proof of residency at the nominated prize delivery address such as drivers license, photo ID, passport and other similar documentation. Proof of identification, residency and entry considered suitable for verification may be requested at the sole discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
24. The prize pack will be awarded to the person named in the entry only unless assigned via the winner (refer to clause 14). Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter and modify their entry as appropriate.
25. If the winner advises that they do not want to accept the prize, it will be forfeited and awarded to another winner.
26. Unless expressly stated in these Terms all other expenses become the responsibility of the winner.
27. Once the prize has left the Promoter's nominated premises, the Promoter takes no responsibility for prize being damaged, delayed or lost in transit. Prize confirmation will be sent out within 28 days. Please allow up to eight (8) weeks for prize delivery or collection.
28. By accepting the prize, the winner agrees to participate in and cooperate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed and/or filmed.
29. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
30. The winner should seek independent financial advice as tax implications may arise as a result of accepting the prize.

31. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in clause 10 or is in breach of these Terms.
32. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize pack and the prize pack supplier's requirements.

### **General conditions**

33. In the case of:
  - The intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these Terms, including but not limited to vandalism, disease pandemic, power failures, tempests, natural disasters, acts of God, civil unrest, pandemic, strike, war, act of terrorism; or
  - The Promoter being unable to run the Competition as planned due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition,

the Promoter may in its absolute discretion take any action that may be available, and it deems appropriate (at its sole discretion), including changing the Promotion Period of the Competition and to cancel, terminate, modify or suspend the Competition.

34. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize pack except for any liability which cannot be excluded by law (including the Fair Trading Act 1986 and the Commerce Act 1986). The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
35. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms or engaged in any unlawful or other improper misconduct of the Competition. The Promoter reserves its rights to recover damages or other compensation from such a person.

## **Collection of Information**

36. The Promoter collects personal information (PI) 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, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this information. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at:  
<https://www.itm.co.nz/Privacy-Policy>
37. The Promoter is bound by the Privacy Act 1993 and by entering the Competition, an entrant is taken to consent to the Promoter's Privacy Policy.
38. 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 New Zealand Privacy Act 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 may disclose personal information to entities outside of New Zealand including in Australia and the United States of America.

## **Media + Marketing**

39. The prize winner agrees to participate in any news media activities surrounding the Competition. The Promoter reserves the right to use the winner's name, voice, image and likeness for marketing, advertising and publicity purposes in any media in perpetuity without further reference, payment or other compensation to the winner.
40. Each entrant also consents to the Promoter using their personal information for future marketing purposes, unless otherwise advised by the entrant.

## **Tax**

41. Any tax liability arising as a result of accepting the prize is the responsibility of the winner.

## **GOVERNING LAWS**

42. The laws of New Zealand apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of New Zealand.