DEWALT X MCLAREN Win Your Seat Prize Draw 2024

TERMS AND CONDITIONS

Promoter: Stanley Black & Decker UK Limited, 270 Bath Road, Slough, SL1 4DX.

Eligibility & Restrictions to Enter

- 1. This DEWALT x McLaren Experience ("**Promotion**") is only open to individuals aged 18 years or over who are ordinarily resident in the United Kingdom (England, Scotland, Wales, and Northern Ireland), **excluding** employees and their immediate families of the Promoter, its subsidiaries, other group companies, its agents, or anyone else professionally connected with this Promotion ("**Participants**"). **Promoter reserves the right at any time to require proof of eligibility in such form as Promoter reasonably considers necessary.**
- 2. The Promotion is subject to these terms and conditions, a copy of which can be found at https://www.dewalt.eu/uk/mclarencompetition/
- 3. Purchase required: To qualify for entry to the Promotion, Participants must purchase any DEWALT 18V XR Combo Kit (DCK product codes - 2 Tools or more) ("Qualifying Product") on or between 03.06.2024 and 31.07.2024 ("Purchase Period"), a qualifying purchase ("Qualifying Purchase"). No purchase necessary in Northern Ireland ("NI").
- 4. Entry to the Promotion opens at 09:00:00 on 03.06.2024. All entries must be submitted by 23:59:59 on 14.08.2024 ("**Closing Date**"). Entries for purchases made before 03.06.2024 or after 31.07.2024 will be deemed invalid. Entries made after the Closing Date are automatically disqualified.
- 5. All entries must include a copy of your purchase receipt for the **Qualifying Purchase**. Retain your proof of purchase to enter and to claim your prize if you are a winner.
- 6. Entries for Non Qualifying Products will not be deemed valid
- 7. Only one entry per purchase is permitted. Only one entry per person is permitted. Each Qualifying Purchase must be on a separate purchase receipt and each receipt may only be entered once.
- 8. Participants must submit all entries to the Promotion in a personal capacity on their own behalf. Entries submitted via third parties or in bulk, or are automatically generated by computer, are prohibited and the Promoter reserves the right to refuse awarding a Prize (defined below) if the Promoter reasonably suspects that an entry was submitted by such means and/or is illegible, forged or incomplete.

Entries & How to Enter

- 9. Go to https://www.dewalt.eu/uk/mclarencompetition/ to enter. By entering the Promotion, you confirm that you are eligible to do so and eligible to claim a Prize if you are a Winner (or Replacement Winner if applicable). The Promoter may require you to provide proof that you are eligible to enter the Promotion.
- 10. To submit an entry, Participants must: a) provide their details; b) except for Participants resident in NI, upload proof of purchase of the Qualifying Purchase; and, c) read and accept these terms and conditions.
- 11. Participants who need help with their entry, are unable to upload their proof of purchase and/or who are unable to enter online should email Promoter at redemption@sbdinc.com on or before 5.00pm on the Closing Date. The Promoter is not liable for late entries howsoever caused.
- 12. Once you have submitted your entry in accordance with these terms and conditions, a message will appear on screen informing you that your entry has been successfully submitted.
- 13. Only those entries which comply with the Eligibility & Restrictions to Enter set out above, will be considered valid ("Valid Entries").
- 14. The Promoter reserves the right to verify the eligibility of all entries to protect itself against fraudulent, invalid or repetitive entries including, without limitation, to require the Participant to prove that it did not return the Qualifying Purchase within the period of 30 days from the date of delivery. During this verification process Participants may be contacted to provide evidence that the Participant has not return the Qualifying Purchase for a refund. If the Participant has returned the Qualifying Purchase within 30 days of purchase for a refund. If the Participant may forfeit their entry and/or prize if they are a winner.
- 15. The Promoter does not accept responsibility for equipment failure, technical malfunction, systems, satellite, server, network, computer hardware or software failures of any kind, which may restrict or delay a Participant's entry to the Promotion and does not accept proof of transmission as proof of receipt of entry to the Promotion. Incomplete entries will not be processed. Where postal entries are permitted, lost,

mislaid, damaged, delayed, or incomplete postal entries are not the responsibility of the Promoter and Promoter does not accept proof of posting as proof of receipt of entry to the Promotion.

Prize Draw, Winner Selection & Notification

- 16. Valid Entries will be entered into the prize draw which will take place on 15.08.2024 ("Draw").
- 17. 1 winner will be randomly selected from the Valid Entries (each a "Winner", together the "Winners") and each Winner will be awarded a Prize (defined below). A maximum of one Prize per Participant is permitted.
- 18. Each Winner will be verified against these terms and conditions including alongside proof of purchase provided with their entry.
- 19. Up to five (5 reserve winners will be randomly selected in addition to the Winners, at the time of the Draw ("**Reserve Winners**"). If a Winner is unable to claim their Prize in accordance with the process set out in these terms and conditions or the Prize is forfeit or for any other reason, the Promoter will award the Prize to the next drawn Reserve Winner.
- 20. Each Winner (and a Reserve Winner if applicable), will be notified within 72 hours of the award of the Prize. Emails will only be sent to Winners (and a Reserve Winner if applicable).
- 21. A total of up to two (2) Emails will be sent to Winners (and a Reserve Winner if applicable) notifying them that they have won a Prize and asking them to reply, confirming their address, to claim their Prize ("Email(s)"). The first Email will be sent within 72 hours of the award of the Prize and, if the Promoter does not receive a reply, a further Email will be sent within three (3) days of the first Email. Winners (and a Reserve Winner if applicable) have five (5) days from the date of the first Email, to claim their Prize. If after this time, no response has been received by the Promoter, your claim will be invalid, and the Promoter will award the Prize to the next Reserve Winner in accordance with these terms and conditions. The Prize may not be claimed by a third party on your behalf.
- 22. It is the responsibility of the Participant to check junk/spam for emails and to contact the Promoter to claim their Prize within three (3) days of the first Email being sent. The Promoter is not responsible for Participants who fail to claim their Prize or who are late claiming their Prize, including but not limited to where such failure or delay is because: they did not receive either or both Emails; because they failed to read and/or respond to the Emails; or, because they missed/did not read the Emails because they were in their junk folder.
- 23. In the event a Prize is claimed, but the Winner (or a Reserve Winner if applicable) does not confirm their postal address when claiming their Prize, their Prize may be relinquished. Promoter will email the Winner (or a Reserve Winner if applicable) requesting confirmation and details of their correct postal address ("Prompt") but, if Winner (or a Reserve Winner if applicable) does not provided such details within 3 days of the Prompt such that the Prize cannot be sent, the Prize shall be relinquished and Promoter reserves the right to award the relinquished Prize to the next Reserve Winner in accordance with these terms and conditions. It is the responsibility of the Participant to check junk/spam for a Prompt. The Promoter is not responsible for Participants who are delayed or fail to respond to a Prompt for whatever reason.

The Prizes

- 24. There is one (1) Win Your Seat Experience to be won. The Prize is 1 DEWALT x McLaren Track Day Experience at Silverstone Race Circuit, UK on 06.09.2024 for two people. Transport, and 2 nights accommodation at the at the Hilton Garden Inn Silverstone will be included in the prize. Additionally, the winner will be able to bring a guest (+1). Both the winner and the guest must be over 18. Approximate prize value £10,000.
- 25. Proof of age may be required to accept the Prize.
- 26. Prizes are subject to availability. No alternatives or cash alternatives for the Prize are available. Prizes are not negotiable or transferable.
- 27. The Promoter reserves the right to substitute the Prize for a prize of equivalent or greater value should the original prize offered become unavailable for reasons beyond the Promoter's control.
- 28. Prizes are not for re-sale. If a Winner (or Reserve Winner if applicable) does not wish to retain their Prize, the Participant must contact the Promoter to arrange return. No compensation will be given in such circumstances.

Participating Retailers

29. All UK retailers participating in this promotion may or may not display promotional point of sale.

General

- 30. Participants may contact Promoter about Winner (or Reserve Winner if applicable) details by email <u>redemption@sbdinc.com</u> within three months of the Closing Date.
- 31. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, or reasonable belief to suspect collusion to subvert the terms and conditions of the Promotion, and/or an error (human or computer) affects or could affect the proper operation of the Promotion, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the Promotion and/or these terms and conditions, at any stage, but will always endeavor to minimize the effect to Participants and/or Winners (or Reserve Winners if applicable) in order to avoid undue disappointment.
- 32. The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details (which must be provided within 14 days of request) and to refuse to award a Prize or withdraw Prize entitlement and/or refuse further participation in the Promotion and disqualify the Participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this Promotion's entry requirements or otherwise where a Participant has gained unfair advantage in participating in the Promotion or won using fraudulent means.
- 33. Insofar as permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Promotion or accepting or using the Prize, except for any liability which cannot be excluded by law (including personal injury or death caused by its negligence and fraud). Your statutory rights are not affected.
- 34. If any of the clauses in these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- 35. The laws of England and Wales will settle any dispute concerning the interpretation and application of these terms and conditions and the courts of England and Wales will have exclusive jurisdiction.
- 36. The Promoter's decisions regarding all matters in relation and/or connected to the Promotion shall be final and no other correspondence will be entered in to.
- 37. These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim instructions are deemed to form part of the terms and conditions and by participating in the Promotion, all entrants will be deemed to have accepted and be bound by these terms and conditions. Please retain a copy for your information. Any correspondence related to the Promotion should be sent via email to <u>redemption@sbdinc.com</u> with the subject/title "DEWALT McLaren Win Your Seat Experience". Please do not send entries via email or by post to the address set out above as such will not be considered; all entries must be via the official entry form at https://www.dewalt.eu/uk/mclarencompetition/

Data Protection

- 38. Promoter will collect and process a Participant's personal data as necessary to administer the Promotion. The Promoter will process the Participant's personal data in accordance with Promoter's Privacy Policy, available at <u>www.stanleyblackanddecker.com/privacy-policy</u>. Participant's can request access to their personal data, have any inaccuracies rectified or request deletion of personal data by sending a request via this link: <u>www.stanleyblackanddecker.com/data-privacy-policy-inquiry-form</u>.
- 39. The Promoter intends to publish or make available the surname and county of the Winner(s) (and a Reserve Winner if applicable). Participants will be asked if they wish their surname and county to be published or made available in a list of Winners, in the event they are a Winner. Participants may choose whether or not their details are published or made available. In any event, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- 40. Third Parties: Promoter may use third parties operating under Promoter's instructions for purposes of administrating this Promotion. Such parties may have access to Participant's personal data to verify entries and Winners, notify Winners and deliver Prizes.