

## Promotional Terms & Conditions – Mini Bar Fridge Competition

**Between** ITW Construction, Asia Pacific (ABN 63 004 235 063) ("ITW", "us" or "we" or "our");

**And** You ("you" or "your");

### 1. Introduction

- 1.1. These terms and conditions contain information about the competition and prizes for the Mini Bar Fridge competition run in conjunction with Metcash, Metcash's Independent Hardware Group stores, and Total Tools.
- 1.2. Entry into the competition (as detailed below) is deemed to be acceptance of these terms and conditions.

### 2. Eligibility for entry

- 2.1. This competition is open to all Australian residents who are 18 years of age or older ("**entrant**").
- 2.2. Employees of ITW and their immediate family members (including siblings, partners, children), are not eligible to enter.
- 2.3. Employees of Metcash, Metcash's Independent Hardware Group stores, and Total Tools and their immediate family members (including siblings, partners, children), are not eligible to enter.

### 3. Participating stores and duration

- 3.1. The promotion begins on 1 June 2025 and ends on 31 July 2025 ("**Competition Period**").
- 3.2. The participating stores are all Metcash, Metcash's Independent Hardware Group stores, and Total Tools stores that advertise the competition during the Competition Period ("**participating stores**").

### 4. How to enter

- 4.1. The qualifying Paslode products are Paslode 75mm Value Packs (either B20547V or B20569V) ("**Qualifying Products**"). An entrant may purchase either two boxes of one, or one of each to qualify.
- 4.2. To enter the competition an entrant needs to, during the Competition Period, do the following ("**Entry**" / "**Entries**");

- 4.2.1. Purchase any combination of two boxes of the Qualifying Products, in person, while stocks last from a participating store; and
  - 4.2.2. Submit an answer to the following question: "Why is the Paslode Framer the best on the market?" on an entry form; and
  - 4.2.3. Deposit the signed entry form in the boxes provided at, or shortly after, the time of purchase. The entry form must be signed by staff at the participating store before it is placed in the collection box for the Entry to be valid.
- 4.3. Entries must:
- 4.3.1. Be the original work of the Entrant.
  - 4.3.2. Answer the question posed.
  - 4.3.3. Not contain racist, sexist, derogatory, offensive, defamatory, explicit, or abusive material, or material that is otherwise not in good taste.
  - 4.3.4. Not contain, or infringe, the intellectual property rights of any third party.
  - 4.3.5. Not breach the privacy rights of any other person.
  - 4.3.6. Not be otherwise in breach of the law.
- 4.4. All Entries must be submitted by 31 July 2025. No Entries after that date will be valid.
- 4.5. Online purchases of Qualifying Products do not qualify for an Entry into the draw for this promotion.
- 4.6. Boxes for collecting the Entry forms will be available within participating stores. ITW will supply these boxes to the participating stores.
- 4.7. An entrant can make as many Entries as they like during the Competition Period.
- 4.8. Each two boxes of Qualifying Products purchased entitles an entrant to submit one Entry. An entrant may make multiple Entries with multiple purchases of Qualifying Products.
- 4.9. A single transaction with multiple purchases of Qualifying Products can qualify for multiple entries. For example, if 4 boxes of the Qualifying Products are purchased in a single transaction, an Entrant may make two Entries.
- 4.10. Submitting an Entry during the Competition Period is deemed acceptance of these terms and conditions.
- 4.11. The participating store makes all decisions in relation to entrants, entries, eligibility to and availability of the prizes, including disallowing any entry or entrant for any reason.

The participating store is not required to give any reasons. ITW will not enter into any correspondence about this, and all the participating store's decisions are final.

## **5. Choosing a winner and judging criteria**

- 5.1. Each participating store will have a designated Judge who will review all Entries and judge them according to the criteria above and ultimately select a single winner.
- 5.2. A single winner per participating store will be selected from among all the Entries submitted at each participating store by that store's Judge.
- 5.3. The Judge will pick an Entry as the winner based on the originality, creativity, and authenticity of the answer, using the judging criteria set out below:
  - 5.3.1. The quality of the written answer, including the persuasiveness of the argument;
  - 5.3.2. The clarity of the answer – how easy to follow, understand, and comprehend the answer is;
  - 5.3.3. How the entrant's answer compares the Paslode framer to other tools on the market;
  - 5.3.4. The logic behind the answer in the Entry (i.e. does it make sense?).
- 5.4. The Judge's decision on the winner is final and ITW will not enter into any correspondence about it.
- 5.5. This competition is one of skill and chance plays no part in determining the winner.
- 5.6. The participating store and/or its Judge (as the case may be) have the right and sole discretion to disqualify any Entrant and any Entries for any reason at any time whatsoever.
- 5.7. The winner will be announced by the participating store and displayed online and in-store for one month after the Judge has selected the winner.

## **6. The prize**

- 6.1. The prize is a Paslode branded 46L Mini Bar Fridge worth AUD\$600 including GST and a AUD\$200 VISA electronic gift card. The total value of the prize is AUD\$800 including GST.
- 6.2. The prize is not transferable, not exchangeable, not substitutable, and not refundable. The prize cannot be exchanged for cash.
- 6.3. If, for any reason, the prize is not available then ITW reserves the right to substitute it without further notice for any item of equal or greater value, at the participating store's request.

6.4. Each participating store will be supplied with one prize by ITW.

## **7. Contacting the Winner**

7.1. The participating store will contact the winner using the contact details provided in the chosen Entry.

7.2. The participating store will select another winner from the remaining valid Entries if the previously judged winner:

7.2.1. does not respond to the store within 7 calendar days of the store contacting the winner; or

7.2.2. refuses to accept the prize.

7.3. The participating store will deliver the prize to the winner or the winner may collect the prize in person. If delivered, please allow 10 working days from the date the participating store contacts you for delivery of the prize. You will need to provide a valid Australian postal address as part of your Entry in order to receive the prize if you win.

7.4. ITW is not responsible for delivery of the prize to the winner or the condition it is in when it arrives.

## **8. Miscellaneous terms**

8.1. ITW may be required by law to disclose information you provide as part of the promotion.

8.2. By submitting an Entry you agree to grant ITW the right to collect and use your personal information for the purposes:

8.2.1. of running, promoting, and/or managing this competition (to the extent necessary); and

8.2.2. for use on its website and/or any ITW social media channels to announce or discuss the prize winners, which it may do in its sole discretion.

8.3. ITW is not responsible and accepts no responsibility for any tax implications for winning the prize in this promotion. If you are concerned about this, you should seek financial or accounting advice from a professional.

8.4. All product images and photographs used as part of this promotion are indicative only.

8.5. ITW reserves the right to make any changes to this promotion, including (but not limited to) suspending the promotion, and extending or shortening the Promotion Period, in its sole discretion.

- 8.6. If for any reason this promotion is unable to be run as planned, including for any reason such as network outages, natural disasters, tampering, unauthorised intervention, fraud, technical or mechanical failure, or any cause beyond ITW's control (or the control of the participating store), ITW may in its sole discretion cancel, terminate, modify or suspend the promotion and invalidate any affected entries, or suspend or modify any prize, subject to any state or territory regulations.
- 8.7. Each participating store reserves the right to:
- 8.7.1. Require verification of any entries, for any reason, to its satisfaction in its sole discretion.
  - 8.7.2. Require any information from you as necessary to verify any Entry as above. If you fail to provide any information requested by the participating store for the purposes of verification, you may be disqualified from the promotion.
  - 8.7.3. Disqualify any Entry for any reason whatsoever, and is not required to give a reason for doing so.
  - 8.7.4. Refuse to award a prize where the participating store believes that you:
    - 8.7.4.1. have provided false or misleading information; or
    - 8.7.4.2. have acted in a manner that is not in the spirit of the promotion; or
    - 8.7.4.3. because you have acted inconsistent with these terms and conditions.
- 8.8. ITW is not responsible for any failure to receive an entry or a prize, including but not limited any error, failure, or other issue caused by or due to technical problems. If you win, you are responsible for ensuring you claim your prize by responding to the participating store's contact and have reliable access to a phone, computer, or mobile device and/or an internet connection as required to do so.
- 8.9. ITW is not liable for any loss, damage, or personal injury (as may be applicable), as a result of the prize, or your use of it, or in connection with the promotion, except for any liability that can't be excluded under Australian law.
- 8.10. These terms and conditions are governed by the laws having force in the state of Victoria, but are made in compliance with all relevant state and territory laws across Australia.