

Milwaukee Bay Engineers Supplies – Inflatable Paddle Board Promotion

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 New Zealand Ltd, of 274 Church Street, Penrose 1061, New Zealand (Promoter) phone 0800 645 928.

Entry into the Competition

3. Entry into the Competition is open to New Zealand citizens and New Zealand residents who are 18 years or older.
4. The Competition commences 7:00am (NZST) **Friday, 1st January 2021** and concludes 11:59pm (NZST) **Monday, 31st March 2021** (Closing Date) (the Promotional Period).
5. To enter, entrants must, during the Promotional Period, undertake and/or complete the following:
 - Purchase any Milwaukee products from Bay Engineers Supplies in-store or online at <https://www.bayengineerssupplies.co.nz/> Purchases made online will automatically enter the draw. Purchases made in-store on a current Bay Engineers Supplies Trade Account will also automatically enter the draw.
 - One entry per purchase invoice.
 - The items must be paid for in full and accounts with dealers or retailers cannot be in arrears or default.
 - Entrants are responsible for any expenses they incur in entering the competition.
 - Receipt must be retained and verified by the promoter before any prize claim.
6. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
7. Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with this promotion and each of their immediate families (i.e. spouse, parent, child or sibling) are ineligible to enter.
8. 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 using multiple copies of invoices to register single or multiple purchases.

9. Entrants warrant that their entry in the Competition does not breach the intellectual property rights of any third party nor 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

10. The prize draw will take place at Bay Engineers Supplies Head Office on **Monday, 12th April 2021**. Winners will be awarded the prize within **8 weeks of the prize draw**. Winners will be notified by phone call or email or text within a week of the draw and winners names will be published on Bay Engineers Supplies website: <https://www.bayengineerssupplies.co.nz/>
11. The prize includes 3 (Three) Milwaukee Inflatable Paddle Boards to be won nationally. 1 (One) Inflatable Paddle Board per winner valued at RRP \$699 + GST. Total of 3 winners.
12. Subject to any directions given under the legislation regulating the Competition, should any prize be unclaimed an unclaimed prize draw will take place in the presence of an independent witness on **Monday, 26th April 2021** at the same time and place as the original draw. Winners will be notified by a phone call within a week.
13. 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 and awarded to another winner.
14. 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 value and/or specification, subject to any written directions from a regulatory authority.
15. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash.
16. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
17. The Promoter reserves the right to request the Winner to provide proof of identity and proof of residency at the nominated Prize delivery address. 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.
18. Prize will be awarded to the person named in the entry only. 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.
19. If the winner advises that they do not want to accept the prize, it will be forfeited and awarded to another winner.

20. Winner will be notified to visit the nearby Bay Engineers Supplies Store to collect the prize. Once the Prize has left the Promoter's premises, the Promoter takes no responsibility for prize being damaged, delayed or lost in transit.
21. By accepting the Prize, Winners agree 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.
22. The Promoter reserves the right to disqualify a Winner if Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in clause 8.

General conditions

23. 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, power failures, tempests, natural disasters, acts of God, civil unrest, 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), and to cancel, terminate, modify or suspend the Competition, Subject to the approval of any Gaming Authorities.

24. 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 except for any liability which cannot be excluded by law. 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.
25. 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

26. 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 Australian 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.milwaukeetools.co.nz/privacy>

27. 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.
28. 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 Principles 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

29. A prize winner agrees to participate in any news media activities surrounding the Competition. The Promoter and Bay Engineers Supplies 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.
30. Each entrant also consents to the Promoter and Bay Engineers Supplies using their personal information for future marketing purposes, unless otherwise advised by the entrant.

Tax

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

Governing Law

32. These Terms are governed by the laws of New Zealand.

Short T&C's

Terms and Conditions apply. Offer valid during the promotional period 1/01/2021 to 31/03/2021, winners will be drawn on 12/04/2021. One entry per purchase invoice. Prize includes one Milwaukee Paddleboard valued up to \$699 RRP + GST. For full T&C's visit <https://www.milwaukeetool.co.nz>