

TERMS & CONDITIONS
SBD 'STANLEY BARCELONA' COMPETITION

STANLEY BLACK & DECKER, NETHERLANDS BV, SOUTH AFRICA BRANCH

The following Terms and Conditions for this STANLEY Barcelona Competition have been agreed upon and stipulated by **STANLEY BLACK & DECKER, NETHERLANDS BV, SOUTH AFRICA BRANCH** ("SBD"), with an address of Corner Nurburg & Silverstone, Raceway Industrial Park, Gosforth Park, Germiston, South Africa, 1400.

I) BACKGROUND

- a. The below described competition being offered by SBD is applicable to STANLEY Tools resellers in South Africa.
- b. SBD is offering this competition to incentivize shoppers to buy STANLEY brand products at any STANLEY Tools resellers throughout South Africa.

II) MECHANICS AND CRITERIA FOR PARTICIPATION IN COMPETITION:

- a. All eligible shoppers, as determined by SBD, may participate in the competition.
- b. Only shoppers who purchase both a STANLEY FATMAX V20 Power Tool and STANLEY/ STANLEY FATMAX Hand Tool during the defined period are eligible to participate in the competition.
- c. After purchase, shoppers are required to go to the competition URL (to be inserted here) which will be displayed on products (via stickers), on point-of-sale elements in store and on various social media platforms.
- d. Shoppers will then be required to complete a digital entry form which requires the following information: (1) first name, (2) last name, (3) e-mail address, (4) contact number, (5) trade/occupation, (6) names of products bought, (7) name of retailer where purchase was made, (8) date of purchase and (9) upload a copy of the receipt.
- e. Shoppers will also be required to accept the terms and conditions which will be displayed on the website.
- f. Once completed a message will be displayed to confirm receipt of entry.
- g. A valid entry requires a receipt that proves the purchase of at least one STANLEY FATMAX V20 Power Tool and at least one STANLEY/ STANLEY FATMAX Hand Tool.

- h. A receipt that includes the purchase of more than one STANLEY FATMAX V20 Power Tool and more than one STANLEY/ STANLEY FATMAX Hand Tool will be valid for one entry only.
- i. Shoppers are permitted to enter as many times as shoppers wish to, provided each entry is validated by a different receipt that complies with the abovementioned requirements.
- j. The competition will commence on 1st of September 2023, at 08:00am (South Africa local time) and end on 15th of December 2023 at 05:00pm (South Africa local time).
- k. One (1) randomly selected shopper will be judged the winner of the one (1) football match ticket (Barcelona vs Villarreal on 23 January 2024) and associated benefits including visas, flights, accommodation, and transfers to be outlined and offered by SBD.
- l. The random selection will be completed by use of a digital computerized randomizer selected by SBD.
- m. The process will be audited by an independent auditor from Zeelie Auditors.

III) PRIZE:

- a. The winning shoppers will be awarded one (1) ticket to the football match on 23 January 2024 (Barcelona vs Villarreal) plus associated benefits including visas, flights, accommodation, and transfers to be outlined and offered by SBD.
- b. The prize includes breakfasts provided by the selected hotels.
- c. The prize excludes all other meals, drinks, and any form of funding for leisure, touring and transport other than airport-hotel and hotel-football match transfers.
- d. Taxation costs associated with the travel arrangements provided by SBD will be borne by SBD.
- e. The total number of prizes is two (2).

IV) TERMS

- a. The eligible winner will be selected at SBD's sole discretion by use of a digital computerized randomizer under an independently audited process.
- b. In case a winner is not able to claim the Prize (by being unable to travel for whatsoever reason, example: failing to comply with visa requirements) , SBD shall have the option of deeming the unclaimed Prize forfeited and shall not be obligated to refund or compensate the shopper in cash or in kind.
- c. No carry forward or other compensation for the competition will be awarded for a shopper entitled to a Prize, in the event they are unable to claim the Prize.

- d. SBD reserves all the rights to change or modify the competition, including cancelling the competition at any time at its sole discretion and shall provide the reasons for the cancellation and seven (7) calendar days' written notice.
- e. SBD shall have sole discretion to determine if shopper has complied with these Terms and Conditions, and whether they are eligible for the Prize.
- f. On execution of these Terms and Conditions for the competition, STANLEY Tools resellers agrees that SBD is not violating the Customer's own internal policies.
- g. Participation in the Competition is not transferrable to a third-party.
- h. Any false or misleading representation or submission made by a Shopper with respect to the Competition may lead to SBD to annulling the Competition and/or the Prizes to be awarded to any Shopper, at SBD's sole discretion.
- i. SBD reserves the right to vary these Terms and Conditions at any time at its absolute discretion on notice or to cancel or suspend the Competition or to alter or extend the Competition period.
- j. All notices contemplated in this Clause will be shared with STANLEY Tools distributors and resellers, who will have the obligation to notify its participating employees of same.
- k. Without prejudice to the generality of Clause above, if for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer or network failure, bugs, tampering, manipulation, unauthorized intervention, fraud, technical failures or any other cause which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition or due to local/global restrictions on travel, SBD may in its sole discretion cancel, terminate, modify or suspend the Competition, or invalidate any affected entries.
- l. In the event of any inconsistency between these Terms and Conditions and the publicity materials or other notices relating to the Competition, these Terms and Conditions shall prevail.
- m. SBD and its authorized agents shall not be responsible for any third-party copyright infringement arising from or in connection with the participants' entry in the Competition/or redemption or use of the Prize.
- n. By entering the Competition and/or accepting any prize, each participant hereby indemnifies, releases and holds harmless SBD including its subsidiaries, holding companies and affiliates and their directors, shareholders, employees, agents, suppliers and contractors from and against any actions, claims and/or liability for injury, loss, damage, expense, claims and/or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Competition, and/or the use, acceptance or possession of a prize, and/or participation (or non-participation) in a prize related activity.

- o. SBD will not be responsible for any late, incomplete, or fraudulent entries and will not be liable if an entry is not received by it for whatever reason, including (without limitation) due to failure of communications networks or technical difficulties
- p. The Competition and its terms and conditions are governed by the laws of South Africa. SBD and all participants in the Competition hereby submit to arbitration pursuant to the Arbitration Foundation of South Africa (AFSA) in the determination of any matter or dispute arising in connection therewith.
- q. These Terms and Conditions are not intended to confer rights to any third party to enforce any provision of these terms and conditions.
- r. All participants in the Competition acknowledge and agree that SBD is permitted to collect and process their personal information for the purposes of the Competition, statistical analyses and/or marketing purposes (the "Relevant Purposes") and by participating in the Competition, all participants consent to such processing of their personal information. SBD may also disclose such personal information to any of its service providers and/or agents solely for the Relevant Purposes.
- s. All the terms set out in SBD's privacy policy (which may be accessed at <https://www.stanleyblackanddecker.com/privacy-policy>) are hereby incorporated herein by reference, which shall have the same force and effect as though they are fully set forth in these terms and conditions and shall apply to all participants. In the event of any inconsistency between the terms of the said privacy policy and the terms and conditions contained herein, the latter shall prevail.
- t. SBD complies with the Protection of Personal Information Act 4 of 2013 (POPIA) in the collection and processing of the participants' personal information.

V) DISQUALIFICATION

- u. SBD reserves the right, at any time, to verify the validity of entries and the details provided by the Participants (including the Participant's identity, address and age) and to disqualify any Participant who submits an entry that is not in accordance with these Terms and Conditions, or which violates any applicable laws, including but not limited to applicable export laws.
- v. The identification necessary for verification is at the sole discretion of SBD. SBD will be entitled, at its sole discretion, to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Competition, to breach any provision of these terms and conditions, or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or

harass any other person. Failure by SBD to enforce any of its rights at any stage does not constitute a waiver of those rights.