

“THE STANLEY BOSTITCH” SCRATCH & WIN PROMOTION - TERMS AND CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Promotion commences at 00.01am AEST on 9/09/2011 and closes at 11.59pm AEDST on 31/12/2011. All claims must be received by mail on 11.59pm AEDST 31/01/2012.
3. Claims are only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating distributors/stores and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. To receive a Bostitch Scratch & Win card, entrants must purchase a minimum of \$300 (inc. GST) worth of Bostitch products in a single receipt purchase from a participating retailer in Australia during the promotional period. Entrants must then scratch off the silver panel printed on their Bostitch Scratch & Win card to reveal which instant-win prize they have won.
5. To claim, entrants must write their name, age, address, suburb, postcode, phone, mobile and email address on the back of their original Scratch & Win card, then send it with a copy of their proof of purchase to: The Stanley Works, Reply Paid 48, Somerton, VIC, 3062. All claims must be received by mail on 11.59pm AEDST 31/01/2012.
6. The Promoter recommends that claimants use registered post; however, this is not a condition of claiming a prize and the cost to do so will be the responsibility of the winner. Claimants are advised to make and keep a clear copy of both sides of their winning Scratch & Win card for their records.
7. Claimants must retain their original purchase receipt/invoice as 'proof of purchase'. Failure to produce the original receipt 'proof of purchase' when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim and forfeiture of any right to a gift. Purchase receipt/invoices must clearly specify the store/distributor of purchase and that the purchase was made during the promotional period but prior to claim.
8. The Promoter reserves the right, at any time, to verify the validity of entries and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant. Incomplete or indecipherable entries will be deemed invalid.
9. Instant win prizes (Prices are stated in AUS \$ and include GST): 1x Sony LCD TV valued at \$1,000 RRP, 5x Apple 16GB iPad valued at \$599.00 RRP each, 5x Apple 8GB iPod Nano valued at \$179 RRP each, 5x Nintendo Wii valued at \$219 RRP each, 300x Sidchrome 23PC 3/8" Drive Socket Set - Metric & AF valued at \$99.00 RRP each, 100x Sidchrome 40PC 1/2" Drive Socket Set - Metric & AF valued at \$245.00 RRP each, 200x Sidchrome 8PC Open End Spanner Set – Metric valued at \$109.00 each, 200x Sidchrome Microtough Ratchet valued at \$72.00 RRP each, 100x Stanley 16" FatMax Hard Base Tool Bag valued at \$49.00 RRP each, 500x Stanley Multi-bit Ratcheting Screwdriver valued at \$31.00 RRP each, 500x Stanley 8m FatMax Tape valued at \$36.90 RRP each, 500x Stanley Adjustable Wrenches – Chrome valued at \$11.95 RRP each, 100x Stanley FatMax 3PC Thru-Tang Chisel Set valued at \$109.00 RRP each, 100x Stanley Pro Tool Organiser valued at \$59.00 RRP each, 100x Stanley 115PC 1/4" & 3/8" Socket Sets – Metric & AF valued at \$129.00 RRP each, 50x Black&Decker 9.6V Dustbuster valued at \$109.95 RRP each, 50x Black&Decker 18V Pivot Dustbuster valued at \$169.95 RRP each, 50x Black&Decker Dual Height Work Mate valued at \$109.00 RRP each, 20x Black&Decker 750W Percussion Hammer Drill valued at \$99.00 RRP each, 50x Black&Decker Jigsaw with 5 Blades valued at \$99.00 RRP each, 30x Black&Decker Grass Trimmer valued at \$109.00 RRP each, 30x Black&Decker Hedge Trimmer valued at \$109.00 RRP each, 20x Bostitch 2 in One Bradder/Stapler valued at \$179.00 each, 300x Bostitch Heavy Duty Powercrown Hand Tacker valued at \$69.00 each, 30x Bostitch Hammer Tacker valued at \$89.00 RRP each, 300x Bostitch Mini Impact Nailers valued at \$99.00 RRP each, 500x Bostitch T-shirts valued at \$10.00 RRP each, 1000x Bostitch Caps valued at \$5.00 RRP each, 500x Bostitch Chalk Reel Kit – Blue valued at \$39.00 RRP each, 300x Bostitch 22oz Steel Framing Hammer valued at \$69.00 each, 500x Bostitch Adjustable Wrench valued at \$19.90 RRP each, 400x Bostitch 24" Wrecking Bar valued at \$35.50 RRP each, 800x Bostitch Twin Blade Retractable Knife valued at \$21.90 RRP each, 50x Bostitch Open Tote Bags valued at \$79.00 RRP each, 600x Bostitch Aviation Snips – Straight valued at \$34.50 RRP each, 300x Bostitch 4ft Box Beam Level valued at \$103.00 RRP each, 300x Bostitch Replacable Handsaw valued at \$42.00 RRP each, 1000x Bostitch 6pc Pin Punch Set valued at \$39.90 RRP each, 1000x Bostitch 2PC Nail Set valued at \$39.90 RRP each, 50x Bostitch Bag of Bonus – Bostitch Bag & Handtools valued at \$510.20 RRP each. Total prize pool is valued at up to \$512,405 RRP (incl GST). Prizes cannot be exchanged for cash.
10. Prizes will be delivered to the residential address as identified by the prize winners. Please allow up to 28 days for delivery of prize from receipt of winning entry by promoter. Prizes will be delivered by Star Track.
11. The Promoter and the agencies and companies associated with this Promotion take no responsibility for prizes damaged in transit, or for any delay in delivery of prizes or for the prizes becoming lost or stolen after it has been collected by and released to the prize winner(s).
12. The Promoter's decision is final and binding on every person who enters. No correspondence will be entered into. Printing and other quality-control errors will not invalidate an otherwise valid prize claim. Instant-win scratch cards are void if stolen, forged, mutilated or tampered with in any way.
13. If for any reason a claimant does not redeem the gift by the time stipulated by the Promoter, then the gift will be forfeited. If the gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification.
14. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
15. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
16. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any gift claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
17. The Promoter collects personal information 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 and gift suppliers. Claims are conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter.
18. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Personal Information may be accessed and updated by contacting the Promoter by mail at the address below. A copy of the Promoter's Privacy Policy may be obtained by contacting the Promoter.
19. The laws of Australia apply to this promotion to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of Australia.
20. Where relevant, the prize winners should look to the manufacturer of products and services awarded as prizes for all warranties. However, these Conditions of Entry do not exclude or limit the application of any statutory provision; including a provision of The Australian Consumer Law (ACL) and the Competition and Consumer Act 2010 (previously The Trade Practices Act 1974), where to do so would contravene that statute or cause any part of these terms and conditions to be void. These conditions constitute the entire agreement of the parties relating to the entry and the conduct of the competition.
21. The Promoter is The Stanley Works Pty. Ltd. (ABN 69 009 485 170) of 82 Taryn Drive, Epping VIC 3076, telephone (03) 8401 2000.