

## TERMS AND CONDITIONS

Schedule to Terms & Conditions of Entry	
<b>Promotion name:</b>	<b>Milwaukee Tool Extravaganza at Beyond Tools</b>
<b>Eligible States/Territories/ Stores:</b>	Beyond Tools – Western Australia
<b>Promotional period:</b>	<p><b>Start Date:</b> 8:00am AWST 1<sup>st</sup> April 2024  <b>End Date:</b> 5:00pm AWST 27<sup>th</sup> April 2024</p> <p>No entries will be accepted outside this time unless extended by the Promoter.</p>
<b>Draw Date:</b>	Monday 29 <sup>th</sup> April 2024
<b>Promoter: (Name and address of business running the promotion)</b>	Beyond Tools 23 Exhibition Drive Malaga WA 6090
<b>Eligible entrants (Participant):</b>	<p>A minimum spend of \$300 inc GST on Milwaukee products must be spent in store at Beyond Tools between Monday 1<sup>st</sup> April and Saturday 27<sup>th</sup> April 2024.</p> <p>Excludes PACKOUT™ &amp; Steel Storage.</p>
<b>Details of prizes:</b>	<p><b>Major Prize:</b>  1<sup>st</sup> Prize - \$1,500 RRP Milwaukee Tool voucher to spend instore. Total prize valued at \$1,500 RRP.</p> <p>2<sup>nd</sup> Prize - \$1,000 RRP Milwaukee Tool voucher to spend instore. Total prize valued at \$1,000 RRP.</p> <p>3<sup>rd</sup> Prize is - \$500 RRP Milwaukee Tool voucher to spend instore. Total prize valued at \$500 RRP.</p> <p><b>Total Prize Value RRP:</b> \$3,000 inc GST</p>
<b>Method of entry:</b>	<p>To enter, an entrant will only be deemed eligible if the following occurs during the promotional period:</p> <p>A minimum spend of \$300 inc GST on Milwaukee products in store at Beyond Tools between 8:00am AWST Monday 1<sup>st</sup> April 2024 and 5:00pm AWST Saturday 27<sup>th</sup> April 2024. Excludes PACKOUT™ &amp; Steel Storage. Maximum of 1 entry per purchase order/invoice.</p> <p>One entry per transaction, one entry per customer/person per day. Entrants must go in person to <a href="https://campaign.ubpages.com/milwaukeetoolextravaganza/">https://campaign.ubpages.com/milwaukeetoolextravaganza/</a> during the open period and provide an answer to the question.</p>
<b>Location of draw:</b>	Beyond Tools located 23 Exhibition Drive, Malaga WA 6090 at 11:30am AWST on Monday the 29 <sup>th</sup> April 2024.
<b>Notification of winners:</b>	The winner will be notified by a Beyond Tools Staff Member via a phone call. Customers are only eligible to win 1 prize. If drawn out twice it will be redrawn.

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<b>Public announcement of winners:</b>	With the winner's permission we will post to social media.
<b>Unclaimed prize draw:</b>	If necessary, the winner will be re-drawn until the prize is confirmed eligible.
<b>Permit Reference:</b>	No permit required for Trade Promotion

### SHORT FORM T&Cs

*Terms and conditions apply, the promoter is Beyond Tools see <https://campaign.ubpages.com/milwaukeeetoolextravaganza/> for details.* Offer valid during the promotional period 8:00am AWST Monday 1<sup>st</sup> April 2024 to 5:00pm AWST Saturday 27<sup>th</sup> April 2024. The Prize is for three (3) winners who will receive one (1) Milwaukee Prize each with the total prize pool value of \$3,000 RRP. Winners will be drawn in store at Beyond Tools at 11:30am AWST Monday 29<sup>th</sup> April.

### TERMS & CONDITIONS OF ENTRY

Information on how to enter and prize details form part of these terms and conditions (Terms of entry). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.

Entry is open only to legal residents of the Eligible States/Territories over the age of 18 who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers, and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

The Promotion will be conducted during the Promotion period.

The Prize/s are specified in the Details of prizes section of the Schedule.

The total prize pool is specified in the Total prize value section of the Schedule.

Any prize is valued in Australian dollars unless expressly stated to the contrary.

Participant are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Participants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed for doing so.

The Participant must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.

The time of entry will be deemed to be the time the entry is received by the Promoter.

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Participant may participate up to the Maximum number of times as specified in the Schedule (if applicable).

The prize(s) will be awarded to the valid entrant(s) in accordance with the Prize draw details.

The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on being awarded a prize in store.

It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

The winner(s) name and state/territory of residence will not be published.

If a prize is no longer available, the promoter may substitute with a prize of higher or equal value "subject to any written directions from a regulatory authority". The promoter is not allowed to deduct any administrative costs associated with provision of the prize.

To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made while advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions.

By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as they form part of the Promotion or paying the cost of resupplying those goods or services.

Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any Participant. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and Participant and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter; whose

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decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

The Promotion and these Terms of entry will be governed by the law of Western Australia. Participant accepts the non-exclusive jurisdiction of courts and tribunals of Western Australia in connection with disputes concerning the Promotion.

Facebook, YouTube, or Instagram may be used to advertise or promote the Promotion. By entering the Promotion, Participant agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, or Instagram; and to release Facebook, YouTube, or Instagram from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, or Instagram.

To enter, entrants must go in person to [www.au.timeout.com](http://www.au.timeout.com) during the open period and provide an answer to the question. Incomplete or automated entries will be disqualified. Multiple entries from the same IP address, same email address or from automated competition entry services are invalid.

### Anti-bribery policy

If the winner of this Competition is a business they must provide the Promoter with a copy of their anti-bribery policy, contact details and a signed declaration confirming that the acceptance of the prize is in accordance with their policy.

If the winner of this Competition has an anti-bribery policy in place but cannot provide the Promoter with a copy of the policy and a signed declaration, then a re-draw of the winner will be considered.