

EGO Free Battery October – December 2021 Promotion

Terms and Conditions

Promoter	<p>Australia: Chervon Australia Pty Ltd (ABN 36 165 077 501), Unit 14, 5 Kelletts Road, Rowville, VIC 3178.</p> <p>New Zealand: Chervon Subsidiary Limited (NZBN 9429049277616), 4th Floor, Smith & Caughey Building, 253 Queen Street, Auckland, 1141, New Zealand.</p>
Purchase Period	<p>Australia: 7am (AEST) on 01/10/2021 to 9.59pm (AEDT) on 31/12/2021.</p> <p>New Zealand: 9am (NZST) on 01/10/2021 to 11.59pm (NZDT) on 31/12/2021.</p>
Claim Period	<p>Australia: 7am (AEST) on 01/10/2021 to 9.59pm (AEDT) on 31/01/2022.</p> <p>New Zealand: 9am (NZST) on 01/10/2021 to 11.59pm (NZDT) on 31/01/2022.</p>
Who can claim?	Australian & New Zealand residents who are aged 18 years or over.
Who can't claim?	<p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this promotion.</p>
Where will the promotion run?	<p>The promotion will run in participating Trade Tools, Total Tools, Sydney Tools, Mitre 10, Mitre 10 NZ, Home Timber & Hardware, Stratco and independent stores (including online) which are displaying promotional material (Stores) in Australia & New Zealand. For avoidance of doubt, 3rd party online stores such as eBay, Gumtree, Amazon, etc. are excluded.</p> <p>If in doubt, a claimant may ask a Store whether or not they are participating in the promotion.</p>
Website	www.egopowerplus.com.au/promo
Qualifying Purchase	\$800 AUD/NZD (as relevant) or more in 1 transaction on any EGO product/s.
Claim instructions	<p>To claim, you must:</p> <p>(a) make a Qualifying Purchase during the Purchase Period from a Store and collect your itemised purchase receipt; and</p> <p>(b) during the Claim Period and within 14 days of making your Qualifying Purchase, visit the website, select your country of residence, locate the claim page and fill out and submit the online claim form, including by uploading an image of the Qualifying Purchase receipt, selecting your preferred battery size and providing all other requested information.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase), the total amount spent and the date of purchase (which must be during the Purchase Period and less than 14 days before you submitted your claim).</p> <p>For the avoidance of doubt, participating Stores cannot submit a claim on behalf of a claimant. It is the claimant's responsibility to ensure they submit the claim within the Claim Period.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.</p>
Gifts	Your Gift will depend on the total value of your Qualifying Purchase, as detailed below:

	Spend	Pick a Gift from:
	\$800 - \$1,399	<ul style="list-style-type: none"> • EGO 2.5Ah, BA1400T Battery, valued at AUD \$199/NZD \$249.
	\$1,400 - \$1,799	<ul style="list-style-type: none"> • EGO 2x 2.5Ah, BA1400T Battery, valued at AUD \$199/NZD \$249 each. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • 5.0Ah, BA2800T Battery, valued at AUD \$349/NZD \$399.
	\$1,800 - \$2,199	<ul style="list-style-type: none"> • EGO 2x 2.5Ah, BA1400T Battery, valued at AUD \$199/NZD \$249 each. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • EGO 7.5Ah, BA4200T Battery, valued at AUD \$449/NZD \$499.
	\$2,200+	<ul style="list-style-type: none"> • EGO 2.5Ah, BA1400T & 5.0Ah BA2800T Battery, valued at AUD \$199/NZD \$249 and AUD \$349/NZD \$399 respectively. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • 10.Ah, BA5600T Battery, valued at AUD \$549/NZD \$599.
	<p>Successful claimants cannot collect their Gift directly from the Store where they made their Qualifying Purchase. Gifts will be distributed to successful claimants by mail to their residential address included in their claim. The Promoter endeavours for Gifts to be delivered within 28 days of verification, although there may be delays to due to COVID-19.</p> <p>For the avoidance of doubt, Gifts cannot be delivered to PO Box addresses. Any claims made with a PO Box delivery address will not be accepted.</p> <p>If a Gift is returned as undeliverable, and the Promoter is unable to contact that claimant by email or the claimant does not respond to the Promoter with the requested information within 7 business days of the Promoter requesting such information, that Gift will be forfeited.</p> <p>If you are a successful claimant, you can choose which Gift you prefer, subject to availability. Gift selection cannot be changed once selection has been made and claim form has been submitted. The Promoter won't be liable if you don't get your preferred Gift.</p>	
How many times can I claim?	There is a limit of 4 claims per household, provided you only claim once per Qualifying Purchase and per receipt. Each claim must be submitted separately in accordance with these Terms and Conditions.	
How and when will successful claimants be informed?	<p>Claimants will be notified in writing by email within 10 business days of submitting their claim whether their claim is valid.</p> <p>If a claim is deemed invalid and the Promoter requires any further information in order to determine the outcome of a claim, the Promoter may in its sole discretion inform the claimant by email. The claimant will then have 7 business days from that date to provide the requested information to the Promoter, unless</p>	

	<p>expressly stated otherwise. The Promoter reserves the right to deem any claim submitted invalid if an eligible claimant fails to provide the required information within the time specified.</p> <p>The Promoter is not responsible if a Claimant does not enter their email address correctly in the claim form, or if any email goes to a Claimant's spam folder. It is the responsibility of the Claimant to check the status of their claim within the claim period.</p>
Proof of purchase	<p>You must keep the following as proof of purchase for all claims:</p> <ul style="list-style-type: none"> • original itemised purchase receipt(s). <p>If you don't produce the above proof of purchase for all claims when asked the Promoter may, in its sole discretion, disqualify all of your claims and you will lose any right to a Gift. Proof of purchase must be identical to that provided by you with your claim. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims (and the claims of that other person) will be invalid and you will lose any right to a Gift.</p>
Collection and use of your personal information	<p>If you are a successful claimant, you must take part in all publicity, photography and other promotional activity as the Promoter reasonably requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity relating to this offer.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: https://blackhawknetwork.com/au-en/privacy-policy. If the personal information requested is not provided, you may not be able to participate in the offer. By making a claim for a Gift and providing the requested information you consent to the use of your personal information as described in these Terms and Conditions. The Promoter will use your personal information to conduct and manage the offer. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this offer, communicating with you or storing data or to hold and use for fraud prevention purposes in connection with this offer.</p> <p>Should a claimant consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the Website, information provided by the claimant may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes. Claimants may request access to update or correct their Personal Information held and, if they have chosen to 'opt-in', may request that they not receive further promotional or marketing communications by contacting the Promoter via mail to Privacy Compliance Officer, Chervon Australia Pty Ltd, Unit 14, 5 Kelletts Road, Rowville, VIC 3178, phone on 1300 000 EGO (1300 000 346) or email to support@egopowerplus.com.au.</p> <p>The Promoter's Privacy Policy (see http://egopowerplus.com.au/pages/privacy-policy) includes information about:</p> <ol style="list-style-type: none"> how to seek access to the personal information the Promoter holds about you and seek correction of the information; and how to complain about a privacy breach and how the Promoter will deal with such a complaint.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about Gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

Claims

- 2 Your claim must be received during the Claim Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your claim may be

deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your claim submission. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with claiming. If you claim using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Gifts

- 3 Gifts and all elements of Gifts must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gifts are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.

General

- 4 If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim (or at the Promoter's discretion, all of your claims) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your claims (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 5 You must not:
 - (a) tamper with the claim process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this offer;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 6 The Promoter is not liable for Gift claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 7 If any dispute arises between you and the Promoter concerning the conduct of this offer or claiming a Gift, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this offer is final.
- 8 Gifts cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all Gifts must be taken as and when specified, or will be forfeited with no replacement. All ancillary costs or requirements associated with a Gift are your sole responsibility. The Gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in Gift value. You agree that if a Gift (or element of a Gift) is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 9 If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the offer or disqualify affected claims/claimants. Where it is practical for it to do so, the Promoter will notify you of such changes.
- 10 The Promoter is not responsible for any tax implications arising from you receiving a Gift. You should seek independent tax and financial advice. For Australia, if for GST purposes this offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 11 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth) or the *New Zealand Consumer Guarantees Act 1993*.
- 12 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this offer or any Gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 13 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of Gift/s, or for any damage that occurs to displayed Gift/s (where relevant). Unless otherwise specified, Gift/s will only be delivered to addresses in Australia and/or New Zealand (as relevant).
- 14 This offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.