

“SPARKY'S WIN WITH MILWAUKEE” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, Participating Store and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
5. Entries into the promotion open on 17/10/2022 and close at 11:59pm AEDST on 09/12/2022 (“**Promotional Period**”).
6. A Participating Store is any store (including online) that displays advertising material for this promotion during the Promotional Period in Australia or New Zealand (“**Participating Store**”).
7. To be eligible to enter, individuals must spend \$350 (excluding GST) or more in a single transaction on Milwaukee products at a Participating Store during the Promotional Period (“**Qualifying Transaction**”).
8. To enter, individuals must then visit www.lh.com.au/sparkys-win-with-milwaukee, follow the prompts to the promotion entry page, input the requested details, upload their purchase receipt, and submit the fully completed entry form during the Promotional Period.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
10. Entrants must retain a copy of their purchase receipt for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

12. Incomplete or indecipherable entries will be deemed invalid.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. The draw will take place at Level 2, 1 Chapel St Blackburn VIC 3130 on 14/12/2022 at 1:00pm AEDST in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email and phone and their names will be published at www.lh.com.au by 15/12/2022.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win a workshop makeover valued at \$10,000, including a Milwaukee workstation, tools and Milwaukee Premiums.
17. The next valid entry drawn will win a PACKOUT™ stack valued at \$5,000, including Milwaukee pack out, tools and Milwaukee Premiums.
18. The next valid entry drawn will win an electrical starter pack valued at \$3,000 including a Milwaukee M18 FUEL™ & M12 FUEL™ 2 Piece Power Pack, M12™ Cable Stapler + Staples, VDE Range and Milwaukee Premiums.
19. The next valid entry drawn will win Milwaukee Premiums valued at \$1,500, including a Milwaukee M12 FUEL™ 2 Piece Power Pack and Milwaukee Premiums.
20. The next valid entry drawn will win an M12 FUEL™ 2 Piece Power Pack valued at \$500, including a Milwaukee M12 FUEL™ 2 Piece Power Pack and M12™ 2.5Ah Compact Battery.
21. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
22. 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.
23. 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.
24. Total prize pool value is up to \$20,000.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. A draw for any unclaimed prizes may take place on 14/03/2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email and their names will be published online at www.lh.com.au from 15/03/2023.
27. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in

any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

28. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use / taking of a prize.
32. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.lh.com.au/privacy-policy/>. 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 Australian 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 PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the

promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

33. The Promoter is Lawrence & Hanson (ABN 69 080 350 812) of Level 2, 1 Chapel St Blackburn VIC 3130, telephone 69 080 350 812 ("**Promoter**").

NSW Authority No. TP/ 02199

ACT Permit No. TP22/ 01922

SA Permit No. T22/ 1578