

## “MILWAUKEE SUMMER PACK” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Retailers 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 09/10/2023 and close at 11:59pm AEDST on 05/11/2023 (“**Promotional Period**”).
5. To be eligible to enter, individuals must spend \$400 excluding GST or more in a single transaction on any Milwaukee tools from any Lawrence & Hanson store nationally that stocks Milwaukee products (each a “**Participating Retailer**”) during the Promotional Period (“**Qualifying Transaction**”) and obtain a purchase receipt. If a purchase receipt is not automatically handed to the entrant, then it is their responsibility to request one.
6. To enter, individuals must then visit [www.lh.com.au](http://www.lh.com.au), follow the prompts to the promotion entry page, input the requested details, upload a copy of their purchase receipt and submit the fully completed entry form during the Promotional Period.
7. Only one (1) entry is permitted per person.
8. Entrants must retain a copy of their purchase receipt for their entry as proof of purchase. Failure to produce the proof of purchase for their entry when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant’s entry and forfeiture of any right to a prize. Purchase receipt must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
9. 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.

12. The draw will take place at Level 2, 1 Chapel St Blackburn VIC 3130 on 08/11/2023 at 11:00am 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 within two (2) business days of the draw. Winners will be published at [www.lh.com.au](http://www.lh.com.au) on 10/11/2023.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first thirty (30) valid entries drawn will each win a Summer Prize Pack valued at \$866, including:
  - 1 x Callaway Golf Bag valued at \$299;
  - 1 x Weber Baby Q valued at \$369; and
  - 2 x Milwaukee Darche Camp Chairs valued at \$198.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the 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.
16. If the prize (or part of the 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.
17. Total prize pool value is \$25,980.
18. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. A draw for any unclaimed prizes may take place on 12/12/2023 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 email within two (2) business days of the draw and their names will be published on [www.lh.com.au](http://www.lh.com.au) at 15/12/2023.
20. 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.
21. 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.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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 ("**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.

24. 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 the prize.
25. 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.
26. The Promoter is Lawrence & Hanson Group Pty Ltd (ABN 03 9845 1700) of level 2, 1 Chapel St Blackburn VIC 3130, telephone 03 9845 1700.

NSW Authority TP/ 02199. ACT Permit No. TP23/ 01902. SA Permit No. T23/ 1475