

## Makita & NZ Safety Blackwoods – MAKTRAK™™ Launch Promo

### Competition Terms & Conditions:

1. Information on how to enter this competition (Competition) forms part of the terms of entry, which includes these terms and conditions (Terms). Entry into the competition is deemed acceptance of these terms.
2. The promoter is NZ Safety Blackwoods, 87-91 Kerrs Road, Wiri, Auckland, New Zealand.
3. Entry into the Competition is open to New Zealand citizens and New Zealand residents who are 18 years or older. The winning recipient may be required to provide proof of age before receiving.
4. The Competition commences 7:00 AM (NZST) on 20<sup>th</sup> May 2025 and concludes 11:59 PM (NZST) on 31<sup>st</sup> July 2025 (the Promotional Period).
5. To enter, entrants must, during the Promotional Period, undertake and/or complete the below:
  - Purchase any **Makita MAKTRAK™ Product** during the promotional period at any Authorised NZ Safety Blackwoods Store or online web store.
  - Enter your details online at <https://crm.nzsafetyblackwoods.co.nz/win-with-makita-MAKTRAK™>
  - The item(s) must be paid for in full and accounts with dealers or retailers cannot be in arrears or default.
  - Entrants are responsible for any expenses they incur in entering the competition.
  - Entrant will receive one entry per invoice. Invoice should include purchase of at least one **Makita MAKTRAK™ Product**.
  - Receipt must be retained and verified by the promoter before any prize claim.
  - Items returned for credit do not qualify and will be removed from the competition.
6. All the entries must be received by 11:59PM (NZST) 4<sup>th</sup> August 2025. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
7. Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with this promotion and each of their immediate families (i.e. spouse, parent, child or sibling) are ineligible to enter.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms or who has, in the sole opinion of the Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. This includes but not limited to entrants using multiple copies of invoices to register single or multiple purchases.
9. Entrants warrant that their entry in the Competition does not breach the intellectual property rights of any third party nor breach the Gambling Act 2003. The entrant indemnifies and will keep the Promoter and its associated agencies indemnified against any loss, costs (including legal costs), expenses or liability the Promoter and its associated agencies may suffer arising out of any breach by the entrant of this clause.
10. The prize draw will take place, in the presence of an independent witness at The NZ Safety Blackwoods Head Office, 87/91 Kerrs Rd, Wiri, Manukau 2241 on 8<sup>th</sup> August 2025. Winners will be awarded the prize within 4 weeks of the prize draw. Winners will be notified by phone

call or email within a week of the draw.

12. The main prize is one Weber® Baby Q®, and the runner-up prizes are five Makita t-shirts.
13. Subject to any directions given under the legislation regulating the Competition, should any prize be unclaimed, after 14 days of initial notification, an unclaimed prize draw will take place in the presence of an independent witness on 22<sup>nd</sup> August 2025 at the same time and place as the original draw. Winners will be notified by a phone call or email within a week.
13. 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 and awarded to another winner.
14. 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.
15. Prizes, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash.
16. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
17. The Promoter reserves the right to request the Winner to provide proof of identity and proof of residency at the nominated Prize delivery address. Proof of identification, residency and entry considered suitable for verification may be requested at the sole discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize in whole and no substitute will be offered.
18. The Prize will be awarded to the person named in the entry only. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter and modify their entry as appropriate.
19. If the winner advises that they do not want to accept the prize, it will be forfeited and awarded to another winner. Another winner will be drawn from the remaining qualifying entries.
20. Winners will need to provide their delivery address to NZ Safety Blackwoods for delivery of the prize to be arranged. The address needs to be within New Zealand. Once the Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, delayed or lost in transit.
21. By accepting the Prize, the Winner agrees to participate in and cooperate as required with all reasonable media editorial requests (including social media) relating to the Prize, including but not limited to, being interviewed and photographed and/or filmed.
22. In the case of:
  - The intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these Terms, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism; or
  - The Promoter being unable to run the Competition as planned due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition,
  - the Promoter may in its absolute discretion take any action that may be available, and it deems appropriate (at its sole discretion), and to cancel, terminate, modify or suspend the Competition, subject to the approval of any Gaming Authorities.

23. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize pack except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
24. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms or engaged in any unlawful or other improper misconduct of the Competition. The Promoter reserves its rights to recover damages or other compensation from such a person.
25. The Promoter is bound by the Privacy Act 1993 and by entering the Competition, an entrant is taken to consent to the Promoter's Privacy Policy.
26. Any tax liability arising as a result of accepting the prize is the responsibility of the winner.
27. These Terms are governed by the laws of New Zealand.