

Ryobi 'FREE 2.0Ah Battery' Promotion 2022 Terms and Conditions (the "Agreement")

1. The PROMOTER

- 1.1 The Ryobi 'FREE 2.0Ah battery' Promotion 2022 ("**Promotion**") is promoted by Techtronic Industries UK Ltd, whose registered address is Suite A, Second Floor, Marlow International, Parkway, Marlow, SL7 1YL ("Promoter").
- 1.2 Participation into the Promotion is deemed acceptance of this Agreement. All Participants participating in the Promotion will be subject to the terms of use on the Ryobi website <https://uk.ryobitools.eu/footer-links-en/terms-of-use/> and participant's personal data will be processed in accordance with the Promoter's privacy policy available at: <http://uk.ryobitools.eu/footer-links/privacy-policy>

2. ELEGIBILITY

- 2.1 This Promotion is open to any UK resident over the age of 18 years at the date of entry into the Promotion. For the avoidance of doubt, this Promotion excludes any participation from Republic of Ireland. Further geographical restrictions may apply.
- 2.2 Employees, officers and directors of Techtronic Industries (UK) Ltd and its affiliated companies or their family members or anyone else connected in any way with the Promotion or helping to set up the Promotion shall not be permitted to enter the Promotion, any such entries will be deemed as void.
- 2.3 Participants are responsible for ensuring that they are entitled to participate and proof of eligibility may be required and prizes withheld until Promoter is fully satisfied the above criteria are met.
- 2.4 There is no entry fee to enter this Promotion; however, internet connection and mobile data rates may apply to the entrant. The cost of accessing the Promotion website will be dependent on the entrant's individual internet service provider and shall be the responsibility of the participant only. Promoter holds no liability towards participant's costs.
- 2.5 By entering this Promotion, a participant is indicating his/her acceptance and agreement to be bound by these terms and conditions.

3. HOW TO ENTER

- 3.1 The Promotion begins on 1st June 2022 at 00:01am and ends on 30th June 2022 at 11.59pm (GMT) ("**Promotion Period**").
- 3.2 Route to participate in the Promotion and details of how to enter are via www.RyobiTools.co.uk/bandq For the avoidance of doubt, participants will then be redirected to Vario Press Ltd (reg. no. 3802745) as its third-party fulfilment provider for the Promotion.
- 3.3 To enter the Promotion, participants must follow the instructions set out below;
- (i) Participants must purchase a qualifying product (listed at Annex 1) ("**Qualifying Product**") either in store or online from the participating retailer (listed at Annex 3) ("**Participating Retailer**") to receive a free gift (listed at Annex 2) '**Free Gift**'. A Qualifying Product must at least include 1x tool, 1x battery and 1x charger ('starter kit') in accordance with the product description listed in Annex 1 and within the Promotion Period.
 - (ii) Subject to clause 3.3 (i) a participant must submit a claim form to claim the Free Gift following the link provided at clause 3.2. All claim forms must include the participant's full

name, email address, telephone number and a valid delivery address in the UK. Deliveries will only be made to addresses in the UK mainland & further geographical restrictions may apply.

- (iii) All participants must upload a full legible copy of the purchase receipt as part of the claim. The uploaded proof of purchase must display all required information, being the model number and/or description of the Qualifying Product, the price paid for the Qualifying Product, that the Qualifying Product was purchased from a Participating Retailer, a picture copy of the barcode on the receipt and the date of purchase. Furthermore, a picture of the EAN/barcode number on the box will be required, all participants should not discard the box until their claim has been confirmed as 'approved'.
- (iv) Once a participant has submitted their claim, an email acknowledging receipt of the claim form will be sent to the email address the participant has provided, which will include details of the claim and a claim number – please regularly check your spam folder for this email. If there are any queries with your claim, or more detail is required, you will be contacted on the email address provided within 14 working days of the claim submission date. If you do not receive your Gift within 14 working days of your claim submission date, please contact Promoter at contact@ryobi-redemptions.co.uk quoting your name, address and claim number.
- (v) Participants must submit their claim form by 11:59pm (GMT) on the 17th July 2022 ("**Redemption Date**") in accordance with the claims process set out at clause 3.3 to be eligible for this Promotion . Any claim forms submitted after the Redemption Date will be invalid.

3.4 Participants can claim a maximum of two Free Gifts ('**Permitted Amount**') per person, per address subject to purchasing/ordering two Qualifying Product's via the Participating Retailer (either in one transaction or in two separate transactions) throughout the Promotion Period. For the avoidance of doubt, the Promoter reserves the right to reject any claims over the Permitted Amount.

3.5 All Qualifying Products must be new and genuine Ryobi products purchased from the Participating Retailer as set out at Annex 3. Purchases of second hand, refurbished or reconditioned products, and purchases from auction websites (e.g. eBay) or from third party sellers that are not Participating Retailers, including sales on online retailers' websites (e.g. Amazon Marketplace) as well as products imported from outside the UK or products which are counterfeit or infringe the intellectual property rights of the Promoter in any way will not qualify for this Promotion.

3.6 The Promotion is limited until stocks last. For the avoidance of doubt a minimum of 3,000 Free Gifts are available to be redeemed (as listed at Annex 2) subject to a valid qualifying claim.

3.7 Promoter will use reasonable endeavours to ensure that all materials promoting the Promotion are removed from the Participating Retailer's and Promoter's website and shop floors of the Participating Retailers. The Free Gift is subject to the manufacturer's standard warranty.

3.8 Any claims made in respect of Qualifying Products that are subsequently returned to the retailer for a full refund or exchange are deemed void., The Participant must immediately notify Promoter at contact@ryobi-redemptions.co.uk to cancel the claim and must return the Free Gift at their own expense to the Promoter's address as set out at clause 1.1.

- 3.9 The Free Gift is non-exchangeable, non-transferable and there is no cash, credit or product alternative available. In the event that the Free Gift from an approved claim is not available due to unforeseen circumstances, the Promoter reserves the right to provide an alternative Gift of the same or greater value.
- 3.10 If your claim is successful, your Free Gift will be dispatched within 14 working days of the claim approval date. The Promoter will not be liable for any loss or damage suffered by you through any unavoidable delay which is beyond our reasonable control, except where due to our negligence. If there is a delay, the Promoter will inform the participant as soon as reasonably possible.
- 3.11 Your Free Gift will require a signature on delivery. If, for any reason including courier fault, your Free Gift is returned to the Promoter then the Promoter will attempt to contact the participant to ensure all delivery details are correct and understand the reason for return. The Promoter once satisfied that a successful delivery is likely, will proceed to deliver the Free Gift for a second and final time. If a second attempt is unsuccessful, for any reason including courier fault, then the participant is liable to arrange their own collection at their own cost.
- 3.12 The Promoter reserves the right to verify with a Participating Retailer the eligibility of all claims to protect itself against fraudulent, invalid or repetitive claims including without limitation, to require the participant to prove that it did not return the product within the period of 30 days from the date of purchase. The Promoter recommends that participants retain their packaging for the Qualifying Product until they have received their Free Gift, in the event validation is required. Such validation and/or any missing information will result in the participant being contacted by Vario Press Ltd. Participants also acknowledge that the Promoter may contact Participating Retailers for such purpose. Claims for returned products, bad faith or fraudulent entries or claims that otherwise do not meet the terms under this Agreement, will be invalidated and the participant will not receive a Free Gift.

4. DATA PROTECTION

- 4.1 Personal data relating to the participants will be used for the purposes of this Promotion in accordance with the current GDPR legislation and the Promoter's Privacy Policy found at <https://uk.ryobitools.eu/footer-links/privacy-policy/>. The Promoter has appointed Vario Press Ltd (reg. no. 3802745) as its third-party fulfilment provider for the Promotion. Vario Press Ltd will collect information about your claim, validate your claim and arrange for the delivery of your Free Gift on our behalf. The Promoter reserves the right to contact all participants to verify their personal data. For the avoidance of doubt, any entry made in relation to the Promotion as set out at Clause 3 will be deemed to have given consent for the Promoter and Vario Press Limited to process all personal data as defined under Art.4 (1) General Data Protection Regulation 2016/ 679.
- 4.2 If participants give their consent to the processing of their personal data for Promoter's marketing purposes, the Promoter reserves the right to contact them regarding various Ryobi product and service promotions or other related communications. Should participants wish not to be contacted, they should write to Promoter at contact.uk@ryobitools.eu. Participants can withdraw consent to such use of personal information by writing to Promoter at the email address set out above or by using the opt-out link at the bottom of the promotional emails.

GENERAL CONDITIONS

- 5.1 The Promoter shall not be liable for any disruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
- 5.2 The Promoter will not be held responsible or liable for any technical, hardware, software, server, website or other failures or damage of any kind, to the extent that this prevents the participant from or otherwise obstructs the participant to enter in the Promotion. Claims made by fax, telephone or post will not be accepted. Incomplete claim forms will be deemed void, as will claim forms not completed in accordance with this Agreement.
- 5.3 In accordance with all relevant legislation and codes of practice, the Promoter reserves the right to cancel, suspend or modify this Promotion and these terms and conditions without notice at any given time. Any changes to the Promotion will be notified to participants as soon as reasonably practicable.
- 5.4 To the extent permitted by law, participants agree to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Free Gift. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Promoter's negligence. Your statutory rights are not affected.
- 5.5 If any provision of this Agreement is held invalid by any law or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.
- 5.6 The Promotion and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.

Annex 1 - Qualifying Products

Retailer	Model Code	Product Description
B&Q	5133005642	Ryobi RLM18X33B50B 18V ONE+ Cordless 33cm Lawnmower Starter Kit (1 x 5.0Ah)
	5133005630	Ryobi RLT183220S 18V ONE+ Cordless 25-30cm Grass Trimmer Starter Kit (1 x 2.0Ah)
	5133005379	Ryobi RY18HT50A-120 18V ONE+ Cordless 50cm Hedge Trimmer Starter Kit (1 x 2.0Ah)

Annex 2 - Free Gifts

2021 12 Tools of Xmas			
Product Number	Model Code	Product Title	SSP
5133004697	RB18L20	Ryobi 18V ONE+ Lithium+ 2.0Ah Battery	£ 51.99

Annex 3 - Participating Retailers

Participating Retailers
B&Q plc