

## WIN WITH BLACK & DECKER PRIZE DRAW RULES

These are the terms and conditions (“Rules”) that apply to the Win with Black & Decker Prize Draw (“Promotion”). By entering the Promotion, each entrant agrees to these Rules and confirms they have read and understood our Privacy Notice at [stanleyblackanddecker.com/privacy-policy/global-privacy-policy](https://stanleyblackanddecker.com/privacy-policy/global-privacy-policy). Please also see how we limit our liability to you in the “Liability” section below.

1. **Promoter:** Stanley Black & Decker UK Limited a company incorporated and registered in England and Wales with registered company number 07059991 and registered office address at 270 Bath Road, Slough, Berkshire, SL1 4DX (“Promoter”).
2. **Entry period:** The Promotion opens for entry on 12 June 2023 and closes on 31 July 2023 (“Entry Period”).
3. **Eligibility:** Entry is open to individuals who are legal residents of the United Kingdom (England, Scotland, Wales and Northern Ireland only) and at least 18 years old at the time of entry. The Promotion is not open to employees and contractors of Promoter or any promotion administrator or prize provider, their families and households and anyone else professionally involved or associated with the Promotion. **Promoter reserves the right at any time to require proof of eligibility in such form as Promoter reasonably considers necessary.**
4. **Qualifying Purchases:** To enter the Promotion, eligible entrants must purchase any one (1) or more brand new Black & Decker products from an authorised Black & Decker retailer (online or in-store) during the Entry Period (“Qualifying Purchase”).
5. **Submitting an entry:** Once a Qualifying Purchase has been completed, the entrant must visit the Promotion microsite at <https://www.blackanddecker.eu/uk/winwithblackanddecker/>, insert their name, email address, postal address and details of the Qualifying Purchase and upload a copy of their purchase receipt clearly evidencing the Qualifying Purchase.
6. **Multiple entries and entry limits:** Each Qualifying Purchase will earn one (1) entry into the Promotion, regardless of how many Black & Decker products have been purchased in that same transaction. For example, a single Qualifying Purchase that includes three (3) Black & Decker products will earn one (1) entry into the Promotion, but if those purchases are made in separate transactions, those three (3) Qualifying Purchases will earn three (3) entries. Each entry must be submitted separately. **A limit of five (5) entries per person applies to this Promotion, regardless of the number of Qualifying Purchases made during the Entry Period. Only the entrant’s first five (5) Qualifying Purchases submitted will count. Excess entries above the permitted level will not be eligible and will not be entered into the draw. Promoter reserves the right at any time to disqualify any entrant found to have entered more than the permitted number of times by using multiple names or accounts.**
7. **Entrants must be in good standing:** By entering the Promotion, each entrant confirms that: (i) they have not done anything or made any public statement (oral or in writing) that could reasonably be regarded as defamatory or disparaging of Promoter or its products or services; and (ii) they know of no information, facts or circumstances related in any way to the entrant that could reasonably be considered damaging or embarrassing to Promoter by virtue of the association between Promoter and the entrant arising from entry into the Promotion.

8. **Prize:** There is one (1) prize to be won in this Promotion, consisting of a six (6) day / five (5) night trip to Florida, USA, for the winner and three (3) guests to be completed between 14 August 2023 and 13 January 2024, to include the following prize elements (“Prize”):
- (i) Return economy class flights from a major airport near the winner’s home to Orlando, Florida;
  - (ii) Travel to and from airports in both the United Kingdom and Florida, USA (up to a total limit of GBP 100 for the United Kingdom transport);
  - (iii) Five (5) nights’ hotel accommodation in Orlando, Florida, split between the Polynesian hotel at Walt Disney World and the Portofino Bay hotel at Universal Orlando Resort, and based on the winner and guests staying in one (1) family room for four (4) people;
  - (iv) Full schedule of theme park visits consisting of: (day 1) Half Day at Walt Disney World including fireworks; (day 2) Full day at Walt Disney World including 4hr VIP Experience and Park Hopper pass; (day 3) Half day at Walt Disney World including 4hr VIP Experience and Park Hopper pass, plus half day at Universal Orlando Resort; (day 4) Full day at Universal Orlando Resort with Unlimited Express pass; (day 5) Full day at Universal Orlando Resort with Unlimited Express pass;
  - (v) The Walt Disney World elements include VIP Experience, Genie Plus and a breakfast with Disney characters;
  - (vi) Three (meals) per day (breakfast, lunch and dinner) at restaurants designated by Promoter, subject to a total food allowance limit of USD 5,100 for the group (alcohol not included);
  - (vii) USD 1500 spending money (in total) for the winner and guests to share at Walt Disney World and Universal Orlando Resort.
9. **Prize conditions:** The following conditions and exclusions apply to the Prize:
- (i) The Prize **excludes** all costs and expenses incurred by the winner and guests that are not expressly set out above, including: (i) any additional transportation; (ii) any additional food and beverages; (iii) any additional overnight accommodation; (iv) travel and medical insurance, visas and any other required travel documents; (v) any required COVID-19 testing, vaccinations and/or quarantining or self-isolation; (vi) any additional discretionary spending; (vii) any discretionary hotel services including room service and laundry service; (viii) tips and gratuities; and (ix) any related taxes.
  - (ii) The trip must be completed between 14 August 2023 and 13 January 2024. Travel dates are to be agreed between Promoter and the winner, subject to availability of flights, accommodation and other Prize elements.
  - (iii) The winner and guests are solely responsible for ensuring that they are able to travel at the appointed times on the relevant dates, including for having or obtaining valid passports (with at least six months’ validity after the travel dates) and any visas, travel/medical insurance and other travel documentation required. No alternative times and dates are available.

- (iv) All travel, accommodation, theme park tickets and other Prize-related bookings will be made by a third-party travel agent (acting on behalf of Promoter) and the choice of flights, hotels and other Prize elements will be at the sole discretion of Promoter.
  - (v) All elements of the Prize must be used in the same itinerary. The winner and guests are not entitled to receive any unused portion or element of the Prize.
  - (vi) The Prize is non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if it becomes necessary for reasons beyond Promoter's control (e.g. where the Prize or any element of the Prize becomes unavailable for any reason), the Prize (or any element of the Prize) may be varied or swapped for a suitable alternative in Promoter's discretion. This may happen, for example, if the Prize or any element of it becomes unavailable due to COVID-19 restrictions or adverse weather conditions.
  - (vii) The winner will be asked for a credit card on check in at the hotels to cover any extras so the winner must be able to provide one and cover these costs.
  - (viii) Promoter is not responsible for any COVID-19 related travel testing, vaccinations or restrictions applicable to the winner and guests, including but not limited to any quarantine or self-isolation-related costs or conditions. The winner and guests are responsible for ensuring that they adhere to all applicable COVID-19 related laws, rules, procedures and protocols relating to the Prize.
  - (ix) Prizes are subject to all applicable ticket, hotel, venue and carrier/transportation terms and conditions. The winner and guests must comply fully with such terms and conditions and all laws and regulations applicable to the Prize (including in relation to health and safety). Promoter will have no liability to the winner or guests if the winner and/or guests are unable to receive the full benefit of the Prize or are denied entry to, or are asked to leave, any venue as a result of a failure to abide by the ticket terms, any applicable law or as a result of inappropriate behaviour. For more information about accessibility and the terms and conditions for the parks, please see <https://www.disneyholidays.co.uk/walt-disney-world/> and <https://www.universalorlando.com/web/en/gb/plan-your-visit/accessibility-information..>
10. **Winner selection:** All eligible entries will be entered into a random draw to select the winner on or around 8 August 2023. The winner will be the entrant whose name is drawn at random from all eligible entries.
11. **Winner notification:** The winner will be notified by phone call and/or email using the contact details collected at the time of entry within five (5) days of the completion of the winner selection process. Promoter will make reasonable efforts to contact the winner, but it is the winner's responsibility to monitor their email address (including spam folder) and voicemail for receipt of the notification.
12. **Claiming the Prize:** The winner must claim their Prize within seven (7) days of Promoter's initial win notification by providing the information requested in the win notification. The information required will include details of the winner and their nominated guests so that Promoter is able to arrange the fulfilment of the Prize. The winner and their guests will also be required to complete and sign a waiver and release form: (i) agreeing to these Rules, including

in relation to liability and publicity; (ii) confirming eligibility and availability to participate in the Prize; and (iii) acknowledging and accepting personal responsibility for the health and safety risks involved in participating in the Prize.

13. **Prize fulfilment:** All bookings will be arranged by Promoter's third-party travel provider, who will contact the winner after they have claimed their Prize to arrange all required flights, accommodation and other travel arrangements. All travel documentation will be provided by post or email in good time prior to departure. Tickets for Walt Disney World and Universal Orlando Resort will be provided upon arrival at the hotel. To obtain entry to the event, the winner and guests must present valid tickets on arrival. No entry will be granted without valid tickets and the winner and guests are solely responsible for the safekeeping of their tickets.
14. **Forfeiture:** If the winner fails to claim the Prize or fails to provide any information required by Promoter by the claim deadline, Promoter reserves the right to disqualify the winner and select an alternative winner. The alternative winner will be selected using the same process as the original selection process and must claim the Prize within seven (7) days of Promoter's win notification.
15. **Liability:** Nothing in these Rules limits or excludes any person's liability for death or personal injury caused by negligence, for fraud or for any matter for which liability cannot be lawfully limited or excluded. In particular, consumers have legal rights in relation to products that are faulty or not as described and services which are not performed with reasonable care and skill and these legal rights are not affected by anything contained in these Rules. However, to the fullest extent permissible by law, Promoter and its subsidiaries, parent companies, affiliates, agencies (including Retail Sports Marketing, Inc.) and any entity associated with administering the Promotion (and each of their directors, officers, employees, agents, designees, licensees, shareholders and representatives) (collectively, the "**Released Parties**") will not be liable for:  
**(i) Death or personal injury not caused by negligence.** The Released Parties are not responsible for the entrant's or any other person's death or personal injury which may occur during or in connection with the Promotion or acceptance or enjoyment of the Prize, except to the extent caused by the negligence of the Released Parties; **(ii) Unexpected loss.** The Released Parties are not responsible for any loss suffered by the entrant or any other person (whether as a result of the Released Parties' negligence or otherwise) if it was not obvious that such loss would be suffered and nothing the entrant or any other person said to the Released Parties before participating in this Promotion meant that the Released Parties should have expected it (so, in the law, the loss was "unforeseeable"); **(iii) Avoidable loss.** The Released Parties are not responsible for any loss suffered by the entrant or any other person (whether as a result of the Released Parties' negligence or otherwise) if such loss could have been avoided by the entrant or other relevant person taking reasonable action; **(iv) Loss caused by someone else.** The Released Parties are not responsible for any loss suffered by the entrant or any other person that is caused by a third party who is not acting on behalf of or under the direct instructions of the Released Parties, or by the winner or any other person taking up and using any third-party product or service forming part of the Prize (except to the extent caused by the Released Parties' negligence); **(v) Loss caused by circumstances outside the Released Parties' control.** The Released Parties are not responsible for any loss suffered by the entrant or any other person that is caused by any event or circumstance that is beyond the Released Parties' reasonable control; **(vi) Business loss.** The Released Parties are not responsible for any business losses suffered by the entrant or any other person, such as loss of profits or revenue, loss of anticipated savings or loss of goodwill; and **(vii) Unavailability of Promoter's services.** The Released Parties are not responsible for any loss suffered by the

entrant or any other person as a result of the unavailability of Promoter's websites, apps or social media accounts.

16. **No endorsement:** The Promotion is in no way sponsored, endorsed, administered by or associated with The Walt Disney Company, any social media platform or any other third party. All third-party trademarks and other intellectual property rights are hereby acknowledged. Use of and entry to promotions via social media platforms is always subject to the rules, terms and policies of those platforms. By participating in the Promotion, entrants are providing information to Promoter, not to any social media platform or any other third party. To the maximum extent permitted by applicable law, any relevant social media platforms shall have no liability to any person in connection with or arising out of the Promotion howsoever caused, including for any costs, expenses, damages and other liabilities and each entrant releases any relevant social media platform from any and all liability in relation to their participation in the Promotion.
17. **Cancellation and variation:** Promoter reserves the right to vary, suspend or cancel the Promotion and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside Promoter's reasonable control. In the event of cancellation, Prizes may be awarded to winners drawn from entries received prior to cancellation.
18. **Disqualification:** Without limiting the options available to Promoter, Promoter reserves the right at any time to disqualify entries or entrants that Promoter regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules and/or the spirit of the Promotion.
19. **Interference with the Promotion:** Any attempt to damage or undermine the content or legitimate operation of the Promotion is prohibited and may also be a violation of criminal and/or civil laws. Promoter reserves all its rights and remedies to deal with breaches or suspected breaches of this section including, without limitation, to exclude any entrant or winner believed to be associated with such activity.
20. **Publicity:** By entering the Promotion, each entrant agrees that, in the event of a win, Promoter shall be entitled (but not obliged) to announce their names (and/or social media handles if applicable) on Promoter's websites and social media. Each entrant (in the event of a win) further authorises Promoter and its group companies (and their respective designees) to use, except where prohibited by law, entrant's name, testimonial, photograph, image (still and/or video), likeness, audio, voice, biographical information, statements, address (city and county/country) and/or prize information for promotional, advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without compensation or notice to or further consent of (except where prohibited by law). The winner and guests will be required to confirm these rights in the waiver form and may also be asked (without obligation or further reward) to take part in reasonable publicity connected with the Promotion.
21. **Disclosure of winner's details:** By entering the Promotion, each entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way, or may request that the amount of information made available be reduced, by contacting Promoter using the contact details at the end of these Rules. In these

circumstances, the entrant acknowledges that Promoter may nevertheless disclose the relevant information, and the entrant's entry, to the Advertising Standards Authority (and/or any other competent authority) if required to do so. By way of example, this may happen where Promoter is required to demonstrate that it has awarded any advertised prizes. To request disclosure of winner details, enquirers must submit a request to [WinWithBlackAndDecker@sbdinc.com](mailto:WinWithBlackAndDecker@sbdinc.com) within one (1) month following the end of the Entry Period. Details will only be disclosed (if permitted by law) after all Prizes have been awarded.

22. **Personal data:** Entrants acknowledge that any personal data processed in connection with the Promotion will be processed in accordance with Promoter's Privacy Notice, which is available at [www.stanleyblackanddecker.com/privacy-policy/global-privacy-policy](http://www.stanleyblackanddecker.com/privacy-policy/global-privacy-policy). The names of the winner and their guests will also be provided to the relevant airlines, hotels, theme parks and other venue/transport operators to enable them to issue tickets and make bookings. Those third parties will process the personal data in accordance with their own privacy notices, which are available on their websites.
23. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from the United Kingdom and where permitted by law. Promoter makes no representation that materials relating to the Promotion are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.
24. **Severance and waiver:** If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be affected. Promoter's failure to enforce any term of these Rules will not constitute a waiver of that provision.
25. **Disputes:** Subject to the "Law and Jurisdiction" section below, if there is a dispute about the Promotion or these Rules, Promoter's decisions are final. If there is a conflict between these Rules and any other document referred to in these Rules, these Rules take precedence to the extent necessary to resolve the conflict.
26. **Law and jurisdiction:** The Promotion and these Rules are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of England and Wales, except that residents of Scotland and Northern Ireland may also elect for their own local courts to have jurisdiction.
27. **Contact:** General enquiries about the Promotion can be sent to Promoter at: [WinWithBlackAndDecker@sbdinc.com](mailto:WinWithBlackAndDecker@sbdinc.com)