

Promotional Terms & Conditions – Cobb Grill promotion

Between ITW Construction, Asia Pacific ("ITW", "us" or "we" or "our");

And You ("you" or "your");

1. Introduction

- 1.1. These terms and conditions contain information about the competition and prizes for the Cobb Grill competition run in conjunction with Placemakers in New Zealand.
- 1.2. Entry into the competition (as detailed below) is deemed to be acceptance of these terms and conditions.

2. Eligibility for entry

- 2.1. This competition is open to all New Zealand residents who are 18 years of age or older ("**entrant**").
- 2.2. Employees of ITW and their immediate family members (including siblings, partners, children), are not eligible to enter.
- 2.3. Employees of the Placemakers and their immediate family members (including siblings, partners, children), are not eligible to enter.

3. Where to enter / Participating stores and duration

- 3.1. The promotion begins on 1 May 2025 and ends on 30 June 2025 ("**Promotional Period**").
- 3.2. The participating stores are all Placemakers stores in New Zealand that advertise the promotion during the Promotional Period ("**participating stores**").

4. How to enter



- 4.1. The qualifying Paslode products are NZD\$200 worth of any Paslode branded nails ("**Qualifying Products**").
- 4.2. To enter the competition an entrant needs to, during the Promotional Period, do the following ("**Entry**" / "**Entries**"):
 - 4.2.1. Have an account with Placemakers; and
 - 4.2.2. Purchase Qualifying Products, on that account, while stocks last, from a participating store.

- 4.3. Entrants can only make one Entry per account with Placemakers. Any further Entries will not be valid, and will be discounted or the entrant disqualified in the participating stores' absolute discretion.
- 4.4. Submitting an Entry during the Promotional Period is deemed acceptance of these terms and conditions.
- 4.5. The participating store makes all decisions in relation to entrants, entries, eligibility to and availability of the prizes, including disallowing any Entry or entrant for any reason. The participating store is not required to give any reasons. ITW will not enter into any correspondence about this, and all the participating store's decisions are final.

5. The prize

- 5.1. The prize is a Cobb Grill worth NZD\$644 including GST.
- 5.2. The prize is not transferable, not exchangeable, not substitutable, and not refundable. The prize cannot be exchanged for cash.
- 5.3. If, for any reason, the prize is not available then ITW reserves the right to substitute it without further notice for any item of equal or greater value, at the participating store's request.
- 5.4. Each participating store will be supplied with one prize by ITW, and only one prize per participating store may be won.

6. The prize draw

- 6.1. Each participating store will randomly draw the winner on or  before **7 July 2025.**
- 6.2. The winner will be the Entry drawn/chosen at random by staff from the participating staff from all valid Entries ("**winner**").
- 6.3. The winner at each participating store will win that participating store's one prize.
- 6.4. If an Entry drawn is not valid, then the participating store will redraw the winner from the remaining valid Entries at random.
- 6.5.  Each participating store will advertise the time and date of its draw either in store or on its website.
- 6.6. Winners will be announced by the participating store in a manner of its choosing, which may be in store, or online.

7. Contacting the Winner

- 7.1. The participating store will contact the winner using the contact details provided in the chosen Entry.

- 7.2. The participating store will select another winner from the remaining valid Entries if the previously judged winner:
- 7.2.1. does not respond to the store within 7 calendar days of the store contacting the winner; or
 - 7.2.2. refuses to accept the prize.
- 7.3. The participating store will deliver the prize to the winner or the winner may collect the prize in person. If delivered, please allow 10 working days from the date the participating store contacts you for delivery of the prize. You will need to provide a valid New Zealand postal address as part of your Entry in order to receive the prize if you win.
- 7.4. ITW is not responsible for delivery of the prize to the winner or the condition it is in when it arrives.

8. Miscellaneous terms

- 8.1. ITW may be required by law to disclose information you provide as part of the promotion.
- 8.2. By submitting an Entry you agree to grant ITW the right to collect and use your personal information for the purposes:
- 8.2.1. of running, promoting, and/or managing this competition (to the extent necessary); and
 - 8.2.2. for use on its website and/or any ITW social media channels to announce or discuss the prize winners, which it may do in its sole discretion.
- 8.3. ITW is not responsible and accepts no responsibility for any tax implications for winning the prize in this promotion. If you are concerned about this, you should seek financial or accounting advice from a professional.
- 8.4. All product images and photographs used as part of this promotion are indicative only.
- 8.5. ITW reserves the right to make any changes to this promotion, including (but not limited to) suspending the promotion, and extending or shortening the Promotion Period, in its sole discretion.
- 8.6. If for any reason this promotion is unable to be run as planned, including for any reason such as network outages, natural disasters, tampering, unauthorised intervention, fraud, technical or mechanical failure, or any cause beyond ITW's control (or the control of the participating store), ITW may in its sole discretion cancel, terminate, modify or suspend the promotion and invalidate any affected entries, or suspend or modify any prize, subject to any applicable laws or regulations.

- 8.7. Each participating store reserves the right to:
- 8.7.1. Require verification of any entries, for any reason, to its satisfaction in its sole discretion.
 - 8.7.2. Require any information from you as necessary to verify any Entry as above. If you fail to provide any information requested by the participating store for the purposes of verification, you may be disqualified from the promotion.
 - 8.7.3. Disqualify any Entry for any reason whatsoever, and is not required to give a reason for doing so.
 - 8.7.4. Refuse to award a prize where the participating store believes that you:
 - 8.7.4.1. have provided false or misleading information, or
 - 8.7.4.2. have acted in a manner that is not in the spirit of the promotion, or
 - 8.7.4.3. because you have acted inconsistently with these terms and conditions.
- 8.8. ITW is not responsible for any failure to receive an entry or a prize, including but not limited any error, failure, or other issue caused by or due to technical problems. If you win, you are responsible for ensuring you claim your prize by responding to the participating store's contact and have reliable access to a phone, computer, or mobile device and/or an internet connection as required to do so.
- 8.9. ITW is not liable for any loss, damage, or personal injury (as may be applicable), as a result of the prize, or your use of it, or in connection with the promotion, except for any liability that can't be excluded under New Zealand law.
- 8.10. These terms and conditions are governed by the laws of New Zealand.