

## TERMS AND CONDITIONS

1. This promotion is known as Race in for Tax Time Redemption 2020 (**Promotion**). Information on how to enter the Promotion and the supply of Redeemable Products forms part of these Terms and Conditions (**Terms**). Claimants acknowledge and agree that these Terms are the only terms that apply to this Promotion and that making a Claim is proof of the Claimant's acceptance of these Terms. Claims not completed in accordance with these Terms are ineligible.
2. This Promotion is open to Australian residents, 18 years or over that are not Excluded Persons (**Claimant**). A person is an 'Excluded Person' if they:
  - (a) are a director, officer, manager and/or an employee (and their immediate families) of Hikoki Power Tools Australia Pty Ltd ABN 27 072 677 153 (**Promoter**), its 'related bodies corporates' and 'associates' (as those terms are defined in the *Corporations Act 2001* (Cth)); or
  - (b) operate or are involved in a business operating as a retailer or reseller of the Promoter's products to end-user customers.
3. This Promotion commences at 6.00am Australian Eastern Standard Time (**AEST**) on 1 April 2020 and ends on the earlier of:
  - (a) 11.59pm AEST on 30 June 2020; and
  - (b) the time when the stock of Redeemable Products is exhausted (**Promotion Period**).
4. All Claimants wishing to redeem their products must complete and submit their Claim in accordance with the following requirements by 11.59pm AEST on 14 July 2020 (**Claim Period**):
  - (a) complete and submit the 'online redemption form', which can be accessed by visiting [www.hikokipowertools.com.au](http://www.hikokipowertools.com.au) by providing all relevant and applicable details including email address, valid Australian postal address (excluding PO Boxes); and
  - (b) provide the Promoter with an electronic copy of the tax invoice evidencing their purchase of \$699 or more worth of HiKOKI products from an authorised HiKOKI retailer or reseller in Australia in a single transaction (**Qualifying Amount**), which was purchased during the Promotion Period, (together the **Claim**)
5. If the Promoter accepts the Claimant's Claim, the Claimant may be eligible to receive a product that is dependent on the value of the Claimant's Qualifying Amount (**Redeemable Product**), in accordance with the table below.

	<b>Qualifying Amount</b>	<b>Redeemable Products</b>
(1)	\$699.00 - \$998	1 x BSL36A18 MultiVolt Battery and 1 x HiKOKI Stubby Cooler
(2)	\$999 - \$1,298	1 x 36VSTARTERPACK1Z and 1 x HiKOKI Stubby Cooler
(3)	\$1,299 or more	1 x 36VSTARTERPACK2Z and 1 x HiKOKI Stubby Cooler

There are limited Redeemable Products available. A Claimant will not be eligible for a Redeemable Product if stock for the relevant Redeemable Product has been exhausted.

6. This Promotion is free to enter however; Claimants are responsible for their own costs associated with accessing the internet and all other ancillary costs in entering this Promotion and making a Claim.
7. Claimants cannot make multiple Claims into the Promotion. All Claims must be received during the Claim Period. Claims are deemed to be received at the time of receipt into the Promoter's database, not at the time of transmission by the Claimant. The Promoter takes no responsibility for lost, late, incomplete or misdirected Claims.
8. If the Promoter accepts a Claimant's Claim, the Promoter will contact the Claimant on the email address stated in their online Hikoki account creation form. Only Claimants that are notified by email that the Promoter accepts the Claimant's Claim will be eligible for a Redeemable Product. Claimants must allow up to 90 days from receipt of email notification acceptance of a Claim for the delivery of a Redeemable Product to the Claimant's valid Australian postal address.
9. Claimants acknowledge and agree that all costs for redelivery due to failure of Claimant to provide accurate postal details and/or failing to sign/collect Redeemable Products associated with the redelivery of a Redeemable Product must be borne by the Claimant and will be debited from the Claimant's credit/debit card by the Promoter.

10. The Promoter accepts no responsibility whatsoever for any variation in value of a Redeemable Product, and may, at its sole discretion and without notice to a Claimant, substitute a different product or products of equal or greater value. The Promoter's decision regarding a substituted product is final and no correspondence will be entered into on this matter. Redeemable Product must be taken as stated and no compensation will be payable if a Claimant is unable to use any product as stated. Redeemable Products are not transferable, exchangeable and cannot be redeemed for cash. Except for any express warranty that the Promoter may provide to a Claimant relating to any products, details of which will be included in the packaging of that product, the Promoter makes no representations or warranties as to the quality/suitability/merchantability of the Redeemable Products.
11. At all times during and after the Claim Period, the Promoter reserves the right to verify the validity of a Claim and a Claimant's compliance with these Terms. If the Promoter becomes aware or determines, in its sole discretion, that a Claimant:
  - (a) has engaged in conduct that breaches these Terms or that is otherwise fraudulent, misleading, deceptive or generally damaging or prejudicial to the goodwill and/or reputation of the Promotion and/or the Promoter; or
  - (b) has tampered with or otherwise manipulated a Claim; or
  - (c) has returned products to a retailer due to change of mind; or
  - (d) is in fact an Excluded Person, the

Promoter may:

- (i) disqualify the Claimant from its current Claim and from all future Claims in respect of the Promotion without notice; and
  - (ii) if the events listed in clause 11(a)-(d) occur after a Redeemable Product(s) has been delivered to a Claimant, demand the return of any such Redeemable Product(s) from the Claimant at the Claimant's cost; and
  - (iii) to the extent permitted by law, exercise its rights to recover damages or losses that it suffers or incurs directly or indirectly arising from or in connection with a Claim.
12. If for any reason this Promotion does not run as planned, including due to any cause beyond the Promoter's control, the Promoter may in its sole discretion and without notice to a Claimant, cancel, terminate, modify or suspend the Promotion, or invalidate a Claim.
13. To the full extent permitted by law, the Promoter will not be liable to a Claimant or any other party with respect to any and all claims (including third party claims), liabilities, losses (including consequential losses), expenses (including reasonable legal fees), and damages (no matter how arising whether in contract, tort, statute or otherwise) that a Claimant or any other person directly or indirectly sustains or incurs arising from or in connection with this Promotion, a Claim, the delivery (including delay) or arrangement for delivery of Redeemable Products, the cancellation, suspension or modification of the Promotion or Redeemable Products, or the quality, suitability or merchantability of the Redeemable Products.
14. All Claims become the property of the Promoter and may be used for promotional purposes without any further reference, payment or other compensation of the Claimant. The Promoter may use information it collects about you to provide you with information regarding further offers, promotions or goods and services provided by the Promoter. The Promoter agrees not to disclose your personal information for any other purpose or a purpose that is not set out in its Privacy Policy, which can be viewed at [www.hikokipowertools.com.au](http://www.hikokipowertools.com.au) or by contacting its Privacy Officer at PO Box 6645, BLACKTOWN NSW 2148.
15. For all further enquiries regarding this Promotion, please contact Customer Service on 1300 444 822 or email [redemptions@hikokipowertools.com.au](mailto:redemptions@hikokipowertools.com.au).