

HIKOKI 5th Anniversary Bonus Offers 2023 TERMS AND CONDITIONS

1. This promotion is known as HiKOKI 5th Anniversary Bonus Offers 2023 (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. To submit a Redemption, fill out the 'online redemption form' by visiting <https://hikokipowertools.com.au/redemptions/after-tax/> . **Make sure** to provide all the necessary details, including your email address and a valid Australian postal address (excluding PO Boxes).

Additionally, provide an electronic copy of the tax invoice that proves your purchase of the qualifying amount mentioned in the table in clause 6. This purchase must be from an authorized HiKOKI retailer or reseller in Australia, and it must have been made in a single transaction during the Promotion Period. This collection of information is what we call the Claim.

Claimants are unable to submit vouchers as part of their invoice.

4. This Promotion commences at 6.00am Australian Eastern Standard Time (AEST) on October 1 2023 and ends on the earlier of:

(a) 11.59pm AEST on 31 December 2023; and / or

(b) the time when the stock of Redeemable Products is exhausted (**Promotion Period**).

5. To receive your Redemption bonus item(s), all participants who want to redeem their rewards must complete and submit their Claim following the guidelines mentioned in Clause 3 by 11.59pm AEST on January 14, 2024 (Claim Period).

6. 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. **Only ONE item per invoice can be claimed and the amount cannot be split across spend tiers.**

Qualifying Amount	Redeemable Products
Spend \$399 ^{RRP} - \$698 ^{RRP}	1 x 18V Cordless Blower & Vacuum Kit RB18DC(DS4Z) worth \$159 ^{RRP}
Spend \$699 ^{RRP} - \$998 ^{RRP}	1 x 18V / 36V MultiVolt Battery BSL36A18 worth \$199 ^{RRP}
	<u>Or</u>
Spend \$999 ^{RRP} - \$1,298 ^{RRP}	1 x 18V Bluetooth Radio UR18DA(H4Z) worth \$199 ^{RRP}
	<u>Or</u>
	1 x MultiVolt Battery Twin Pack BSL36A18(TWN) worth \$269 ^{RRP}
Spend \$1,299 ^{RRP} or more	1 x 18V Digital Radio with Bluetooth UR18DSDL(H4Z) worth \$309 ^{RRP}
	<u>Or</u>
	3 x 18V / 36V MultiVolt Battery BSL36A18 worth \$597 ^{RRP}
	1 x 18V 10,000lm Work Light UB18DD(H4Z) worth \$499 ^{RRP}

7. 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.

8. 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.

9. **Claimants can make multiple submissions into the promotion, noting that ONLY ONE redemption is claimed per invoice, and cannot be split across spend tiers. The same invoice cannot be submitted across multiple promotions.** 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.

10. 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 12 weeks from receipt of email notification acceptance of a Claim for the delivery of a Redeemable Product to the Claimant's valid Australian postal address.

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.

11. The Promoter isn't responsible for value changes in Redeemable Products. They may substitute with a different item of equal or greater value at their discretion. Such decisions are final,

with no further correspondence. Redeemable Products must be accepted as is; no compensation if unusable. They can't be exchanged, transferred, or cashed. The Promoter doesn't guarantee product quality except for stated warranties.

12. 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:

- (i) 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
- (ii) has tampered with or otherwise manipulated a Claim or invoice after; or
- (iii) has returned products to a retailer due to change of mind; or
- (iv) is in fact an Excluded Person

13. The Promoter holds the right to disqualify the Claimant from current and future claims under the Promotion without prior notice if any events listed in clause 12(i)-(iv) arise. In cases where such events occur after a Redeemable Product(s) has been delivered to a Claimant, the Promoter may demand the return of such products at the Claimant's expense. Additionally, within legal bounds, the Promoter may exercise its rights to recover any damages or losses incurred due to or in connection with a Claim.

14. 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.

15. To the fullest extent allowed by law, the Promoter isn't liable for any claims, liabilities, losses, expenses, or damages, whether contractual, tort-based, or otherwise. This covers those

arising from the Promotion, Claims, delivery of Redeemable Products, changes to the Promotion or products, or Redeemable Product quality.

16. 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 or by contacting its Privacy Officer at Unit 1, 10 Boden Road, Seven Hills, New South Wales, 2147

17. For all further enquiries regarding this Promotion, please contact Customer Service on: 1300 444 822 or email redemptions@hikokipowertools.com.au