STANLEY WIN THE ULTIMATE BARÇA EXPERIENCE TERMS & CONDITIONS - Sweden

These are the terms and conditions ("Rules") that apply to the Win The Ultimate Barça Experience with Stanley Black & Decker and F.C Barcelona 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. Please also see how we limit our liability to you in the "Liability" section below.

- 1. **Promoter:** Stanley Black & Decker Nordic Region, a company incorporated and with registered office address at Flöjelbergsgatan 1C, 431 35 Mölndal Sweden ("**Promoter**").
- 2. **Entry period:** The Promotion opens for entry on 1.5.2024. and closes on 31.07.2024.
- 3. Eligibility: Entry is open to individuals who are legal residents of the Sweden 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 a new **STANLEY Product** from an authorised Stanley Black & Decker retailer (online or in-store) during the Entry period ("**Qualifying Purchase**").
- 5. **Submitting an entry:**
 - (a) Participants must:
 - i) provide their details; full name, address, email address, telephone number, product purchased, name of retailer, retailer type and the date of purchase.
 - ii) upload proof of purchase of the Qualifying Purchase; and,
 - iii) read and accept these terms and conditions.
 - (b) Participants who need help with their entry, are unable to upload their proof of purchase and/or who are unable to enter online should email Promoter at: <u>STANLEYRedemption@sbdinc.com</u> on or before 17:00 on the Closing Date. The Promoter is not liable for late entries howsoever caused.
 - (c) Once you have submitted your entry in accordance with these terms and conditions, a message will appear on screen informing you that your entry has been successfully submitted along with an automated confirmation email.
 - (d) Only those entries which comply with the Eligibility & Restrictions to Enter set out above, will be considered valid ("Valid Entries").
 - (e) Closing date for entries: by 23:59:59 on 7th of August 2024.
- 6. **Entries:** Each Qualifying Purchase will earn one (1) entry into the Promotion. Only one entry per person, per household is permitted. By entering the Promotion, you confirm that you are eligible to do so and eligible to claim a Prize if you are a Winner (or Replacement Winner if applicable). The Promoter may require you to provide proof that you are eligible to enter the Promotion. 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, including 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) main prize ("**Prize**") and sixteen (16) kitlocker.com kits runner-up prizes, 16 personalised shirts and shorts ("kitlocker.com kits Runner-up Prize") to be won in this Promotion. The main prize consists of two (2) VIP tickets to the F.C Barcelona vs **[Name Club]** match in **[Month 2024]** with a three (3) day / two (2) night trip to Barcelona, Spain, for the winner and one (1) guest and includes the following prize elements ("**Prize**"):
 - (i) Return economy class flights from a major airport near the winner's home to Barcelona, Spain, departing on Day Month 2024 and returning on Day Month 2024;
 - (ii) Private airport transfers in both the Sweden and Barcelona, Spain;
 - (iii) Two (2) nights, 4-star hotel accommodation in Barcelona, Spain, and based on the winner and guests staying in one (1) standard room;
 - (iv) A personalised FC Barcelona football shirt with the winner's name and number;
 - (v) Ride the Barça Bus, the same one that transports football superstars;
 - (vi) Exclusive Gala Dinner and Hospitality;
 - (vii) Meet and greet with a club legend;
 - (viii) Train with Barça Academy Coaches;
 - (ix) 'Striker Challenge' Skills Competition.

The runner up prize will be awarded to **[one (1)]** valid entrant who did not win the main prize and consists of a STANLEY personalized kit including 16 personalised shirts & shorts supplied by KITCLOCKER.COM. The estimated value of the prize is 54,000.00 SEK.

- 9. **Prize conditions:** The following conditions and exclusions apply to the Prize:
 - (i) The Prize <u>excludes</u> 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 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 and other travel documentation required. No alternative times and dates are available.
- (iii) All travel, accommodation, 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.
- (iv) 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.
- (v) 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 or changes 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.

The following conditions and exclusions apply to the Runner-up Prize:

- (i) The STANLEY personalised kits supplied by KITCLOCKER.COM are non-transferrable non-refundable, non-exchangeable and no cash alternative is available.
- (ii) The Promoter reserves the right to amend the Runner-up Prize kits, supplied by KITCLOCKER.COM, depending on availability of stock.
- 10. **Winner selection:** All eligible entries will be entered into a random draw to select the Prize winner and Runner-up Prize winners on or around **7**th **of August 2024**. 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 three (3) 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 14 (fourteen) 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.
- 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. kitlocker.com kits Runner-up Prize K will be sent to the winners at the address stated on their entry form.
- 14. **Forfeiture: The Prize involves travel in** *September 2024* and is therefore time sensitive. If the winner fails to claim the Prize or fails to provide any information required by Promoter by the claim deadline, the 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 random selection process and must claim the Prize within 14 (fourteen) 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 will not be liable for: (i) Death or personal injury. Promoter is not responsible for the entrant's or any other person's death, disability, personal injury or actions of any kind which may occur during or in connection with the Promotion or acceptance or enjoyment of the Prize where not caused by Promoter's negligence or breach of contract; (ii) Unexpected ("unforeseeable") loss. Promoter is not responsible for any loss suffered by the entrant or any other person (whether as a result of Promoter's negligence or breach of these Rules or otherwise) if it was not obvious that such loss would be suffered and nothing the entrant or any other person said to Promoter before participating in this Promotion meant that Promoter should have expected it to happen (so, in the law, the loss was "unforeseeable"); (iii) Avoidable loss. Promoter is not responsible for any loss suffered by the entrant or any other person (whether as a result of Promoter's negligence or breach of these Rules 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. Promoter is 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 Promoter, or by the winner or any other person taking up and using any third-party product or service forming part of the Prize (except where caused by Promoter's negligence); (v) Loss caused by circumstances outside Promoter's control. Promoter is not responsible for any loss suffered by the entrant or any other person that is caused by any event or circumstance that is beyond Promoter's reasonable control; (vi) Business loss. Promoter is 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.

Promoter is 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 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. 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.
- 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. The winner and/or their guests may also be asked (without 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 STANLEYRedemption@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. 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 Sweden 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 Swedish law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of Sweden.
- 27. **Accessibility:** If you have any difficulty accessing or entering this promotion, please contact us at STANLEYRedemption@sbdinc.com If you would like these terms and conditions in another format (for example: audio, large print, braille) please contact us and we will endeavour to provide it.
- 28. **Contact:** General enquiries about the Promotion can be sent to Promoter at: <u>STANLEYRedemption@sbdinc.com</u>