



“TURN IT UP” PROMOTION TERMS AND CONDITIONS

1. The Promoter is Footwear Industries Pty Ltd (NZBN 9429032342970) trading as Steel Blue, care of Crowe Horwath NZ Ltd, 1 Coquet Street, Oamaru, 9400, telephone 0800 777 460.
2. Information on how to enter the TURN IT UP Promotion (“**Promotion**”) and the prizes form part of these terms and conditions (“**Terms and Conditions**”). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to New Zealand residents aged 16 years or over.
4. Entrants between the ages of 16 and up to, but not including 18 years old, must have parental/guardian approval to enter the Promotion and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
5. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. Promotion will commence at 12:01am NZT on 01/04/2022 and end at 11:59pm NZT on 31/05/2022 (“Promotional Period”). Any entries received after the Promotional Period will not be considered.
7. To enter, individuals must complete the following steps during the Promotional Period:
 - a. purchase a pair of any Steel Blue Boots from a participating store;
 - b. complete the entry form (“**Entry Form**”), to which these Terms and Conditions are annexed, in store or online at www.steelblue.com/nz/win-a-makita-radio-with-steel-blue/, ensuring all details are complete;
 - c. include a copy of the store or online receipt to the Entry Form to confirm purchase.
8. This is a *game of skill*. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Each valid entry will be judged individually on its merits by the Judges based on the Content Criteria referred to in section 9.
9. The Content Criteria by which the entries will be judged takes into account:
 - a. The creativity of the entry; and
 - b. The extent to which the entry indicates a personal connection and loyalty to the Steel Blue brand.
10. The Judge(s) will be two (2) members of the Retail Store Management Team from the participating store.
11. The judges’ and Promoter’s decision about the winning entrant at each participating store is final, and no correspondence will be entered into.
12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter’s sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.



13. Incomplete, offensive or indecipherable entries will be deemed invalid.
14. Entry is limited to one Entry Form for each pair of Steel Blue Boots purchased. Multiple purchases and related entries are allowed.
15. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant including but not limited to requesting proof of identity, age and residency.
16. Each participating store has one Makita Jobsite Radio valued at RRP NZD \$399 to giveaway ("**Prize**"). Total prize value of \$399 ("**Prize**"). If the Prize (or part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value
17. The winner (from each participating store) as determined by the Judges based on the Content Criteria will win the Prize. The respective winners will be drawn on 01/12/21 by the participating store and notified through the telephone and/or email contact details submitted with the Entry Form as soon as reasonably practicable by the participating store.
18. In the event that the first drawn Entry Form is deemed invalid (ref sections above), the next complete and valid Entry Form to be drawn will be deemed the winner.
19. The Promoter's decision on matters relating to the Promotion and these Terms and Conditions is final and no correspondence will be entered into. The final interpretation of any of the terms and conditions mentioned in these Terms and Conditions will rest with the Promoter.
20. The successful entrants have two (2) months from the date of the Prize draw to collect the Prize from the respective participating store. Claiming the drawn Prize is the entire responsibility of the respective winning entrant and not the Promoter. If for any reason a winner does not collect the Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
21. Prizes are not transferable or exchangeable and cannot be taken as cash.
22. At the time of entering the Turn It Up promotion via the entry form in-store or online, all Entrants can confirm their Express Consent to the Promoter and participating store to use their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
24. Any cost associated with accessing the Promoter's promotional website is the entrant's responsibility and is dependent on the internet service provider used.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 ("**Non-Excludable Guarantees**"). This excludes the Prize itself, which is provided by a third party; the Promoter makes no warranties or representations about the condition, merchantability and durability of the Prize.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or



third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking and/or use of the Prize, including the condition, merchantability and durability of the Prize (which is provided by a third party).

27. Subject to New Zealand privacy law, with the Express Consent of the entrant confirmed at the time of entering the Turn It Up promotion, the Promoter collects personal information of entrants in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this information. All Entrants can confirm Express Consent at time of entering the Turn It Up promotion via the entry form, completed in-store or online, for the Promoter to use the personal information (first name, last name, email address) of entrants to contact them about products, promotions and other competitions the Promoter considers may be of interest to the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
28. The Promoter's privacy policy is available at <https://steelblue.com/nz/en/privacy-policy/>.
29. The Promotion shall be governed in accordance with the laws of New Zealand.
30. Any queries entrants may have in respect of these Terms and Conditions may be directed to the Promoter's Chief Marketing Officer via email: marketing@steelblue.com or telephone 0800 777 460.