

PROMOTION TERMS AND CONDITIONS

1. THE PROMOTER

- 1.1 The Einhell “free battery promotion” is promoted by Einhell UK Limited of First Floor, Unit 10 Champions Business Park, Arrowe Brooke Road, Upton, Wirral, United Kingdom, CH49 0AB (company number 03901625) (**Einhell**).
- 1.2 Participating in the promotion constitutes acceptance of these terms and conditions. All participants in the promotion are subject to these terms and conditions and the Einhell privacy policy, found at <https://www.einhell.co.uk/data-privacy/>

2. THE PROMOTION

- 2.1 When a participant purchases a qualifying product (detailed at Schedule 1) (**Qualifying Product**) at Wickes or Toolstation retail outlets between 00:01 on 20th March 2022 and 23:59 on 15th June 2022 (**Closing Date**), inclusive (**Promotion Period**), Einhell may (subject to availability and these terms and conditions) send the participant a free battery (a description of which is set out here: <https://www.einhell.co.uk/p/4511516-18v-2-5ah-power-x-change>) (**Free Battery**) (**Promotion**). The Promotion entitles the participant to receive one Free Battery per Qualifying Product purchased, up to a maximum of 6 Free Batteries per household.
- 2.2 To be eligible for the Promotion, the participant must, within 30 days of the date of purchase, upload a copy of a qualifying purchase receipt to <https://www.einhell.co.uk/redemption/>. Redemption of the Promotion is only possible within 30 days of purchase.

3. HOW TO REDEEM THE PROMOTION

- 3.1 The Promotion will run during the Promotion Period and participants must purchase a Qualifying Product during the Promotion Period.
- 3.2 All requests to redeem the Promotion must be received by Einhell at <https://www.einhell.co.uk/redemption/> within 30 days of purchase. All requests to redeem the Promotion for a Free Battery received after such 30 day period, or after 30 days of the Closing Date, or for more than 6 Free Batteries per household will be automatically deemed void.
- 3.3 All such requests are subject to Einhell's approval (such approval may be given at Einhell's sole discretion). To the extent permitted by law, Einhell's approval will be final and not subject to appeal or review.
- 3.4 To enter the Promotion and receive a Free Battery:
- 3.4.1 participants must purchase a Qualifying Product either online or instore from Wickes or Toolstation during the Promotion Period to receive the Free Battery;
- 3.4.2 participants must upload a qualifying purchase receipt to <https://www.einhell.co.uk/redemption/> within 30 days of purchase of the Qualifying Product within the Promotion Period to redeem the Promotion and claim the Free

Battery. The qualifying purchase receipt that is uploaded must be legible and must clearly show the description of the Qualifying Product and that the Qualifying Product was purchased at Wickes or Toolstation during the Promotion Period; and

- 3.4.3 when redeeming the Promotion, participants must provide their full name, address details and e-mail address.
- 3.5 Einhell will **not** accept responsibility for requests to redeem the Promotion that are lost, mislaid, damaged or delayed in upload, regardless of cause, including, for example, as a result of any internet connection failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 3.6 By submitting a request to redeem the Promotion, participants are expressly agreeing to be bound by these terms and conditions.
- 3.7 For help in redeeming the Promotion, please contact Einhell's helpline on 0151 649 1500 or see www.einhell.co.uk.

4. THE FREE BATTERY

- 4.1 Participants can claim a maximum of one Free Battery per purchase, subject to purchasing a Qualifying Product from Wickes or Toolstation during the Promotion Period. For the avoidance of doubt, the Promotion is limited to 6 Free Batteries of the Promotion per household and is subject to availability.
- 4.2 If the participant's claim for the Promotion is approved by Einhell (at its sole discretion), the Free Battery should be dispatched to the participant's given delivery address, as soon as possible, and Einhell will use reasonable endeavours to do this within 30 days of the date on which the participant's request was submitted.
- 4.3 The Free Battery may require a signature on delivery.
- 4.4 If, for any reason, the Free Battery is returned to Einhell, then Einhell will attempt to contact the participant to ensure that the delivery details provided are correct and to try to clarify the reason for the Free Battery being returned. Once Einhell is satisfied that a successful delivery is possible, Einhell may (at its sole discretion) attempt to arrange delivery for a second, final time. If the final delivery attempt is unsuccessful, the participant must arrange collection of the Free Battery at their own cost.
- 4.5 Subject to clause 6, Einhell shall not be liable for any Free Batteries that are lost, delayed, or damaged in transit or for reasons beyond Einhell's control.
- 4.6 Where a participant in the Promotion subsequently returns the Qualifying Product, their request to redeem the Promotion shall immediately be deemed void. In such an event, the participant must notify Einhell at redemption@einhell.co.uk immediately to cancel their application to redeem the Promotion. If the Free Battery has already been dispatched or delivered, the participant must return the Free Battery at their own cost to Einhell at Einhell UK, Unit 10, 1st

Floor, Champion's Business Park, Arrowe Brook Road, Upton, Wirral Merseyside, CH49 0AB. Einhell may contact Wickes and/or Toolstation to verify any participant's eligibility and ensure a Qualifying Product has not been returned following the redemption of the Promotion.

- 4.7 A total of 5,000 Free Batteries are available in the Promotion, subject to a valid qualifying request and purchase receipt. The Promotion is limited to a total of 5,000 Free Batteries. The Promotion is subject to availability and will immediately cease to be available and automatically terminate when 5,000 Free Batteries have been claimed. This number is dependent on supply chain factors and the Promotion will cease to be available in the event that Einhell experience supply chain issues or any other event beyond its reasonable control.
- 4.8 There is no cash alternative for the Free Battery.
- 4.9 Einhell may, at its sole discretion, replace the Free Battery with an alternative that it considers to be of broadly equivalent value.
- 4.10 The Promotion is not negotiable or transferable.
- 4.11 The colour, style, size and model of the Free Battery will be the decision of Einhell, unless stated in writing otherwise. Any images depicting the Free Battery are for guidance and description purposes only and the Free Battery provided to participants may differ from the images.
- 4.12 The Promotion does not constitute an endorsement or recommendation of the Free Battery being offered or that it will be fit for purpose.
- 4.13 Participants who receive a Free Battery in the Promotion must not sell, resell, or otherwise seek to profit from the Free Battery.

5. ELIGIBILITY

- 5.1 The Promotion is only open to residents in the UK aged 18 years or over; **except:**
 - 5.1.1 employees of Einhell or its holding or subsidiary companies;
 - 5.1.2 employees of agents, retailers or suppliers of Einhell or its holding or subsidiary companies, who are professionally connected with the competition or its administration (including but not limited to Wickes and Toolstation);
 - 5.1.3 members of the immediate families or households of (a) and (b) above; or
 - 5.1.4 any person who Einhell deems (at its absolute discretion) unsuitable or inappropriate to participate in the Promotion.
- 5.2 If any of the exceptions in clause 5.1 apply to an entry, the entry will immediately be deemed void and the request will be rejected.
- 5.3 In entering the Promotion, participants are confirming that they are eligible to do so and are eligible to claim the Free Battery. Einhell may require participants to provide proof of their

eligibility to participate in the Promotion. It will be at Einhell's absolute discretion as to whether any eligibility requirement has or has not been met.

- 5.4 There is no fee to participate in the Promotion (save for purchasing a Qualifying Product). Participants will need access to the internet to enter the Promotion and the cost of accessing the Promotion website (www.einhell.co.uk) is dependent on the participant's internet service provider. Einhell is not responsible for and holds no liability for the participant's costs in participating in the Promotion.
- 5.5 Einhell will not accept requests to redeem the Promotion that are:
- 5.5.1 automatically generated by a computer;
 - 5.5.2 completed by third parties or in bulk;
 - 5.5.3 illegible, have been altered, reconstructed, forged or tampered with;
 - 5.5.4 photocopies and not originals; or
 - 5.5.5 incomplete or inaccurate.
- 5.6 Einhell reserves the right to verify the eligibility of all requests to redeem the Promotion with Wickes and/or Toolstation to protect itself from fraudulent, invalid, or repetitive requests. This may include requesting the participant to prove that it did not return the Qualifying Product, at any time. Einhell recommends that participants retain their promotional packaging as this may be required for verification purposes.
- 5.7 Any requests made by participants in bad faith, or those that are fraudulent (including where a Qualifying Product has been returned), will be deemed void and the participant will not be eligible to partake in the Promotion or receive a Free Battery.

6. LIMITATION OF LIABILITY

Insofar as is permitted by law, Einhell, its agents or retailers will not in any circumstances be responsible for or liable to compensate the participant of the Promotion or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Free Battery except where it is caused by the negligence of Einhell, its agents or retailers or that of their employees. The participants' statutory rights are not affected.

7. DATA PROTECTION

- 7.1 Einhell will use the personal data of participants in the Promotion (including their full name, email address and address) for the purposes of the Promotion, in accordance with the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) and the Data Protection Act 2018 (DPA 2018) and in accordance with Einhell's privacy policy, found at: <https://www.einhell.co.uk/data-privacy/>

7.2 If participants give their consent for Einhell to process their personal data for Einhell's marketing purposes, Einhell reserves the right to contact them in relation to Einhell's products and services promotions or other related communications. In the event that participants do not want to be contacted by Einhell, they can opt-out by info@einhell.co.uk

7.3 Einhell will only retain participants' personal data for as long as reasonably necessary to fulfil the purposes Einhell collected it for and for the duration of any warranty period provided for the Free Battery.

8. GENERAL

8.1 Einhell may change these terms and conditions at any time. Participants are advised to check the website regularly for any changes that apply.

8.2 If there is any reason to believe that there has been a breach of these terms and conditions, Einhell may, at its sole discretion, reserve the right to immediately exclude a participant from participating in the Promotion and Einhell may require the participant to return the Free Battery to Einhell, or to reimburse Einhell for the cost of the Free Battery.

8.3 Einhell reserves the right (at its absolute discretion) to hold, void, suspend, cancel, or amend the Promotion and/or these terms and conditions where it becomes necessary to do so. This includes circumstances where the Promotion is unable to proceed as a result of any technical issues, network failures, computer viruses or other causes beyond the reasonable control of Einhell which affect the administration and delivery of the Promotion. Where possible and appropriate, Einhell shall notify the participants and update these terms and conditions as soon as reasonably practicable in the event of any amendment to the Promotion.

8.4 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

8.5 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

Schedule 1 - Qualifying Products

Qualifying SKUs:

Art. Nr.	Product Name
4514220	TE-CD 18/2 Li-i +22 (1x2,5 Ah)
4321228	TC-JS 18 Li (1x2,5 Ah)
4431134	TE-AG 18/115 Li (1x4,0Ah)
3413155	GE-CM 18/30 Li (1x3,0Ah), Cordless Lawn Mower
3411125	GC-CT 18/24 Li (1x2,0Ah), Cordless Lawn Trimmer
3410506	GE-CH 1855/1 Li - Kit (1 x 2.5Ah)

The Qualifying Product must be purchased at Wickes or Toolstation within the Promotion Period.