

**My Home Enhancer Survey Promotion 2023**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes forms part of these Terms and Conditions.
2. Any entry which does not comply with these Terms and Conditions is invalid.
3. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Entry is open to Australian residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter(s) and associated agencies are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (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. The Promotional Period commences on Monday, 1 May 2023 at 6.00am (AEDST) and closes on Monday, 5 June 2023 at 5.00pm (AEST) ("Promotional Period").
7. To enter, individuals must complete the following steps during Promotional Period:
  - Complete the My Home Enhancer tool at <https://www.clipsal.com/my-home-enhancer-from>
  - Complete a survey about the tool and on the survey answer the question: In fifty words or less, what changes, if any, would you make to improve Clipsal My Home Enhancer?
8. This competition is a 'game of skill' and chance plays no part in determining the winner. Each entry will be individually judged based on literary merit of the answer provided to the promotional prompt.
9. Only one (1) entry is permitted per person unless otherwise specified by the Promoter. The Promoter may, in its absolute discretion, award bonus entries during selected periods throughout the Promotional Period, in which case, additional entries will be automatically added on the participant's behalf by the Promoter. The Promoter will communicate bonus entry periods to entrants via promotional materials.
10. There is one (1) prize to be won. The best valid entry, as determined by the judges, will win a AU\$500 Prezzy card.
11. The judging will take place on Friday, 9 June at 12.00pm AEDST at the Luminary Digital Pty Ltd offices, located at Georges Building, Level 1, 195 Little Collins St, Melbourne, VIC 3000.
12. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

The winner will be informed by telephone and in writing on the same day.

13. The Promoter's decision is final in relation to all aspects of this promotion and no correspondence will be entered into.
14. The total prize pool value is up to AU\$500.
15. Any ancillary costs associated with redeeming the Prezzy card are not included. Any unused balance of the Prezzy card will not be awarded as cash. Redemption of the Prezzy card is subject to any terms and conditions of the issuer including those specified on the Prezzy card.
16. The Promoter reserves the right, at any time, to verify the validity of entries, registrations and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. Incomplete or indecipherable entries will be deemed invalid.
18. 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.
19. If for any reason a winner does not take / redeem the prize (of part of the prize) by the time stipulated by the Promoter, then the prize will be forfeited.
20. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. If the prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification.
22. The promoter makes no representation or warranty about the fitness for purpose or merchantable quality of the Prize.
23. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin

- or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
26. 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), to modify, suspend, terminate or cancel the promotion, as appropriate.
27. 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 Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). 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 for any personal injury or any loss or damage whether direct, indirect, special or consequential arising in any way out of the promotion or use of a Prize.
28. 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: (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) use / taking of the prize.

29. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.se.com/au/en/about-us/legal/data-privacy.jsp>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
30. The Promoter is Schneider Electric (Australia) Pty Ltd (ABN 42 004 969 304) of 2 Banfield Rd, Macquarie Park NSW 2113 ("Promoter").