

## SCHNEIDER ELECTRIC'S "WIN TICKETS TO BATHURST" PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Schneider Electric (Australia) Pty Limited (ABN 42 004 969 304) of 78 Waterloo Rd, Macquarie Park, NSW 2113, telephone 02 9125 8000 ("**Promoter**").
3. Entry is only open to licensed electrical contractors operating in Australia who are an account customer of a Participating Wholesaler branch ("**Eligible Entrants**"). Local, State and Federal Government departments, institutions and cash sale customers are excluded from this promotion. Eligible Entrants must be trading in accordance with the relevant Participating Wholesaler branch's trading terms throughout the Promotional Period and must not have overdue monies owing as at the draw date in order to be eligible to claim any prize. Prizes in each instance will be awarded to the owner of the winning account customer.
4. Employees (and their immediate families) of the Promoter, Participating Wholesaler branches 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 1<sup>st</sup> cousin.
5. The promotion commences on 01/07/2017 and ends at 11.59pm AEST on 15/09/2017 ("**Promotional Period**").
6. To enter, Eligible Entrants (or rather an authorised representative aged 18 years or over, on behalf of the Eligible Entrant) must complete the following steps:
  - a) Spend \$350 (excluding GST) or more on Clipsal Iconic products in one (1) transaction at a Participating Wholesaler branch, using the Eligible Entrant's account ("**Qualifying Transaction**"). Participating Wholesaler branches will be listed via a link at <https://www.clipsal.com/Bathurst1000> and display promotional advertising featuring this promotion; and then
  - b) Submit an entry via one (1) of the following methods:
    - i. WEBSITE: visit <https://www.clipsal.com/Bathurst1000> from their desktop or compatible mobile device, follow the prompts to the promotion entry page, input the requested details (including the authorised representative's first and last name, business name and address of the account holder, email address and phone number), upload a copy of the Qualifying Transaction invoice and submit the fully completed entry form; or
    - ii. APP: download the Clipsal iCat application to a compatible device (if they have not done so already), open the application, follow the prompts to the promotion entry page, input the requested details (including the authorised representative's first and last name, business name of the account holder, email address and phone number), upload a copy of the Qualifying Transaction invoice and submit the fully completed entry form
7. Multiple entries permitted per Eligible Entrant, subject to the following: (a) only one (1) entry is permitted per Qualifying Transaction/invoice, regardless of the amount spent in excess of \$350 (excluding GST) in that transaction/invoice; and (b) each entry (i.e. in respect of each Qualifying Transaction) must be submitted separately and in accordance with the entry requirements.
8. Eligible Entrants must retain a copy of their original purchase invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Entrant's entries into the draw and forfeiture of any right to a prize.

9. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence and business) and reserves the right, in its sole discretion, to disqualify any entrant 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.
10. Incomplete, cancelled and incomprehensible orders/transactions and entries will be deemed invalid.
11. If, during the Promotional Period and until the prize is awarded, any Clipsal product contributing towards a Qualifying Transaction purchase is returned for refund or credit, or exchanged for a product or products that are not eligible for entry into this promotion, and which reduces the value of the Qualifying Transaction to below the \$350 (excluding GST) requirement, the Promoter reserves the right in its absolute discretion to invalidate any entry awarded in respect of that Qualifying Transaction.
12. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
13. All draws will take place at Handling Matters, Unit 1, 3 Green Street BROOKVALE NSW 2100 at 12pm AEST on 20/09/2017. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible Eligible Entrant is drawn. The winners will be notified in writing within two (2) business days of the draw and their names will be published on <https://www.clipsal.com/Bathurst1000> from 26/09/2017.
14. The Promoter's decision is final and no correspondence will be entered into.
15. For the purposes of the draws, entries will be divided into the following groups, based on the Eligible Entrant's place of business: SA/NT, NSW/ACT, VIC/TAS, QLD and WA (each a "**Group**").
16. The first ten (10) valid entries drawn in each Group will win a trip for one (1) adult to attend the Supercheap Auto Bathurst 1000 (2017) event in NSW, valued at up to \$2,500, depending on point of departure. The prize includes:
  - return economy airfare from the winner's nearest capital city in Australia (if the winner is not from NSW) to Sydney. If the winner is from NSW, then the prize will not include airfares and the winner must make his/her own way to Bathurst;
  - three (3) nights accommodation in a shared house (house shared with other winner's and guests of the Promoter) in Bathurst, NSW (exact accommodation provider to be determined by the Promoter);
  - return bus fare from the Sydney Airport to Bathurst. If the winner is from NSW, they will have the option to making their own way to and from Sydney Airport to redeem the bus fare; if they do not do so, this element of the prize will be forfeited and such a winner will be required to make their own way to and from Bathurst;
  - selected meals and beverages, as specified in the trip itinerary; and
  - corporate ticket to attend the Supercheap Auto Bathurst 1000 event each day from Friday to Sunday (06/10/17 – 08/10/17), including pit walks.
17. Additional costs associated with redeeming the prize, including but not limited to spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and any other ancillary costs are not included. Prize must be taken from 06/10/2017 (departure date) to 09/10/2017 (return date) and is subject to booking and flight availability. Each winner is responsible for ensuring that they have valid travel documentation. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Each winner will be required to present their credit card at time of accommodation check in.
18. The Bathurst 1000 ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

19. Each Eligible Entrant will also receive one (1) gift for each valid entry the Eligible Entrant submits that the Promoter receives and verifies as valid during the Promotional Period, subject to a maximum of ten (10) gifts per Eligible Entrant. Each gift consists of a Clipsal Iconic stubby holder valued at \$6 and a Clipsal Iconic hat valued at \$10. Each gift is valued at \$16. Please allow 28 days for delivery of gift, after end of promotion.
20. If for any reason a winner does not take a prize or a gift by the time stipulated by the Promoter, then the prize or gift will be forfeited.
21. If a prize or gift (or part of a prize or gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or gift (or that part of the prize or gift) with a prize or gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Total prize pool value for the drawn prizes is up to \$125,000. Total prize pool value in each Group of the drawn prizes is up to \$25,000.
23. Prizes and gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
24. Draw(s) for any unclaimed draw prize(s), may take place on 28/09/2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner(s) (if any) will be notified in writing within two (2) business days of the draw and their name(s) will be published on <https://www.clipsal.com/Bathurst1000> from 02/10/2017.
25. Eligible Entrants consent to the Promoter using their details, 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.
26. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used. All types of automated entry software are prohibited and their use may, at the Promoter's discretion, render all entries submitted by the relevant Eligible Entrant invalid.
27. 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
28. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States 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) 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.
29. 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 death; 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 or gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) taking or use of a prize or gift.
30. As a condition of accepting a prize, winners must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
31. 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 use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.clipsal.com/Privacy-Policy>. In addition to any use that may be outlined in the above 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 individuals. The Promoter's Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Unless otherwise indicated by the Promoter, the Promoter will not disclose individual's PI overseas. All entries become the property of the Promoter.

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