

The Big Switch “ICONIC TRADE” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. This promotion is comprised of two (2) components: (a) a weekly draw; and (b) a major draw.
3. Entry into the weekly draw component is only open to Australian residents aged 18 years or over who are employed in a trade as a contractor and are authorised to make commercial purchases on behalf of their business or trade (“Eligible Contractors”).
4. Entry into the major draw component is only open to Australian residents aged 18 years or over who own a business registered in Australia and hold an electrical contractor’s licence (“Eligible Businesses”).
5. Where context requires, Eligible Contractors and Eligible Businesses will both be referred to as “Eligible Entrants”.
6. Eligible Entrants must not have overdue monies owing to any wholesalers for any products purchased for the purposes of this promotion as at the relevant draw date of the draw they may be drawn as a winner, in order to be eligible to claim any prize.
7. Entries into the promotion open on 16/07/18 and close at 11:59pm AEDST on 02/12/18 (“Promotional Period”).
8. To be eligible to enter the weekly draw component, Eligible Contractors must, during the Promotional Period purchase Iconic branded products from a wholesaler of the Promoter.
9. To enter the weekly draw component, Eligible Contractors must, during the Promotional Period, spend \$400 (ex. GST) or more on Iconic products, take a photo of the purchase receipt, then either visit www.clipsal.com/thebigswitch, follow the prompts to the entry page and fill in all requested details, including uploading a copy of the purchase receipt, or alternatively, send a text message to 0437 650 512 containing their full name, email address, phone number, company name and address, ABN, and attach an image of their purchase receipt. Standard SMS costs will apply to any text message sent. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. Eligible Contractors will be provided entries into the relevant weekly minor draw nearest to when their entry was received, based on the amount of Iconic products purchased as follows:
 - (a) \$400 - \$599.99 (ex GST) = 1 entry
 - (b) \$600 - \$799.99 (ex GST) = 2 entries
 - (c) \$800 (ex GST) or more = 3 entries.
11. In addition to the above, the first 1,000 Eligible Contractors to submit an entry into the weekly draw component with a spend of \$800 (ex GST) or more will also each receive the free gift of an Iconic branded jacket valued at \$90. Winning Eligible

Contractors must provide their size preference and delivery address at the time of submitting their entry, and the Promoter will attempt to accommodate size preferences subject to availability.

12. Eligible Businesses will receive one (1) automatic entry into the major draw component for each increment of \$400 (ex GST) spent on Iconic products at a wholesaler of the Promoter in a single month during the Promotional Period.
13. Eligible Contractors and Eligible Businesses must retain their purchase receipt(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 Contractor's or Eligible Business' entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the wholesaler of purchase and that the purchase was made during the Promotional Period but prior to entry.
14. 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 employment) 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.
15. 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.
16. There will be twenty (20) weekly draws and one (1) major draw. Entries into each weekly draw open each Monday from 16/07/18 to 26/11/18 inclusive and close 11:59pm AEST/AEDST (as applicable) each Sunday from 22/07/18) to 02/12/18 inclusive. Each weekly draw will take place at 12:00pm AEST/AEDST (as applicable) each Tuesday from 24/07/18 to 04/12/18 inclusive. Entries in each weekly draw will NOT be entered into any subsequent weekly draws. All entries into the major draw component received in accordance with clause 12 during the Promotional Period will be entered into the major draw. The major draw will take place at 12:00pm AEDST on 11/12/18. All draws will take place at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099.
17. All winners will be notified by phone and email within two (2) business days of the relevant draw and their names will be published on www.clipsal.com in the Clipsal Members Club section from 17/12/18.
18. The Promoter's decision is final and no correspondence will be entered into.
19. The first ten (10) valid entries drawn in each weekly draw will each win a \$100 Red Balloon voucher. The next ten (10) valid entries drawn in each weekly draw will each win a \$50 Red Balloon voucher. The next twenty (20) valid entries drawn in each weekly draw will each win a \$25 Red Balloon voucher.
20. Any ancillary costs associated with redeeming any voucher are not included. Any unused balance of any voucher will not be awarded as cash. Redemption of any

voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

21. The first valid entry drawn in the major draw will win a Toyota Hilux 4x4 SR5 Double Cab Pickup Diesel 6sp in white with automatic transmission. Total prize value is up to \$54,440 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the prize from their nearest authorised Toyota dealership.
22. The next valid entry drawn in the major draw will win a RAV4 2.5L Petrol 5Dr GXL 6sp AWD in white with automatic transmission. Total prize value is up to \$38,490 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the prize from their nearest authorised Toyota dealership.
23. Entries in the major draw will then be divided into the following State/Territory groups: NSW/ACT, VIC/TAS, SA/NT, QLD and WA. The first three (3) valid entries drawn in each State/Territory group will each win a hosted supercar "experience of a lifetime" including lunch valued at \$1,750, and a Sydney bridge climb valued at \$400.
24. Experience prizes will take place in NSW, in a suitable location to be advised by the Promoter. Winners from all other State/Territories other than NSW will be provided with one (1) return economy class flight to Sydney and two (2) night's accommodation with breakfast and dinner included, up to a total value of \$3,850 depending on date of departure and state of departure. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. 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. Winners may be required to present their credit card at time of accommodation check in.
25. All winners of the hosted supercar experience prize ("Activity") acknowledge that the Activity is a dangerous activity that may result in injury or death, and participate at their own risk. Winners must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner from participating in the Activity if, at any time, they reasonably believe that the winner poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. Prize must be taken by 28/02/19 and is subject to booking availability. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
26. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

27. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
28. Total prize pool value is up to \$222,930. The total prize pool value of each State/Territory group is up to \$150,930. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. A draw for any prizes (excluding experience prizes) from the weekly draw or major draw components that are won, but unclaimed, may take place on 13/03/19 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners will be notified by phone and email within two (2) business days of the draw and their names will be published on www.clipsal.com in the Clipsal Members Club section from 15/03/19.
30. A draw for any experience prizes that are won, but unclaimed, may take place on 15/01/19 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners will be notified by phone and email within two (2) business days of the draw and their names will be published on www.clipsal.com in the Clipsal Members Club section from 18/01/19.
31. Eligible Entrants consent to the Promoter using 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.
32. 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.
33. Any cost associated with accessing any promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
34. 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.

35. 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 of a prize.
36. 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.schneider-electric.com.au/en/about-us/legal/terms-and-conditions.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 Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible 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. The Promoter will not disclose PI to any entity outside of Australia.
37. The Promoter is Schneider Electric (Australia) Pty Ltd (ABN 42 004 969 304) of 78 Waterloo Road, Macquarie Park NSW 2113, telephone 1300 369 233.

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