

**CLIPSAL TRADE – MILWAUKEE® TOOLBOX PROMOTION
DECEMBER 2023
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form 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 only open to Australian residents aged 18 years or over.
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 1st cousin.
6. Entries into the promotion open on Friday 1 December 2023 and close on Wednesday 31 January 2024 at 11:59pm AEDT (“**Promotional Period**”).
7. To enter, individuals must complete the following steps during the Promotional Period:
 - Locate a post related to this promotion on either Facebook or Instagram, or visit clipsal.com, or access the form via a link in an email;
 - Input the requested details including full name, email address, and phone;
 - Complete the optional field in the form providing product feedback and innovation ideas;
 - Select the Opt-in button to subscribe to receive promotional newsletters from Clipsal and Schneider Electric via email. The status of the email address must remain ‘subscribed’ at the time of the prize draw; and
 - Submit the fully completed subscription/entry form.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per email address; and (b) each entry must be submitted separately and in accordance with the entry requirements.
9. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
10. 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 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.
11. Incomplete or indecipherable entries will be deemed invalid.

12. 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.
13. The winner will be selected via electronic draw. The draw will take place at 3/31 Izett Street, Prahan VIC 3181 on Friday 2 February 2024 at 12:00pm AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and in writing within two (2) business days of the draw and their name will be published online on clipsal.com on Tuesday 6 February 2024.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entrant drawn will be awarded the following Clipsal x Milwaukee® The Essentials Prize Pack valued at \$720.80, including:

Description	Product Reference	Qty	List Price ex. GST (Trade Price) EACH	List Price ex. GST (Trade Price) TOTAL
C-Clips	154	10	\$ 1.90	\$ 19.00
Plaster Brackets	155P	5	\$ 3.70	\$ 18.50
Stud Brackets	155	5	\$ 1.90	\$ 9.50
25mm Half Saddle	180/25	50	\$ 0.47	\$ 23.50
25mm Plain to Screw Adaptor	263/25-GY	10	\$ 1.37	\$ 13.70
25mm Coupling	242/25-GY	10	\$ 0.90	\$ 9.00
25mm Inspection Tee	246/25-GY	3	\$ 6.10	\$ 18.30
25mm Solid Elbow	245/25-GY	10	\$ 2.36	\$ 23.60
25mm Lock Ring	260/25-GY	10	\$ 0.53	\$ 5.30
Junction Box	554C4-WE	4	\$ 7.90	\$ 31.60
Small Junction Box	504/4-WE	3	\$ 11.20	\$ 33.60
Single Screw Connector (Box of 100)	563B/100	2	\$ 59.50	\$ 119.00
Cable Clip to Suit 2.5mm ² and 4mm ² , Flat Cable, (Jar of 100)	564/1J	5 Jar	\$ 11.70	\$ 58.50
Cable Clip to Suit 1mm ² / 1.5mm ² / 2.5mm ² , (Jar 150)	564/0J	5 Jar	\$ 19.30	\$ 96.50
Screws, Bugle Head, Self Drilling Point, 7	357/20J	1 Jar	\$ 19.90	\$ 19.90

X 20mm, Jar 500				
Screws, Washer Head, Self Drilling, 8 x 12mm, Jar 400	357WH12J	1 Jar	\$ 40.10	\$ 40.10
Screws, Bugle Head, Self Drilling Point, 7 X 35mm, Jar 250	357/35J	1 Jar	\$ 13.20	\$ 13.20
Milwaukee® PACKOUT™ Deep Organiser	48228432	1	\$ 168.00	\$ 168.00

16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If the prize (or an element of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that element of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value of the promotion is \$720.80.
19. The prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. A draw for the prize, if unclaimed, may take place on Friday 8 March 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing within two (2) business days of the draw and their name will be published online at clipsal.com on Tuesday 12 March 2024.
21. Entrants consent to the Promoter using their first name and State/Territory in the event they are a winner for publication 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.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

24. Entrants agree that they are fully responsible for any materials they submit via the promotion ("**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.

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. 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.
27. 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.

28. 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.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by laws
30. The Promoter is Schneider Electric (Australia) Pty Ltd (ABN 42 004 969 304) of 2 Banfield Rd, Macquarie Park NSW 2113, telephone 1300 369 233 ("Promoter").