

CLUB CLIPSAL SPARKTANK DIGITAL INNOVATION COMPETITION

HOW TO ENTER AND SCHEDULE TO CONDITIONS OF ENTRY

Promotion	SparkTank Digital Innovation Competition
Promoter	Schneider Electric Australia Pty Limited (42 004 969 304) of 2 Banfield Road, Macquarie Park NSW 2113.
Promotional Period	The Promotion commences at 12:00AM (AEST) on 24/04/2026 and closes at 8:00PM (AEST) on 24/05/2026.
Eligible Entrants	Entry is only open to residents of Australia who: - are aged 18 years or over; and - are either (i) a registered Club Clipsal Member, or (ii) a registered attendee of the Clipsal AMPED 2026 event ("AMPED 26"); and - have a current and valid email address. In addition, entrants must be able to travel to and remain in Adelaide for two (2) nights during H2 2026 (dates to be agreed) if selected as the Major Prize winner.
Promotional Site(s) including Promotional email address for entries	Email address for entries: club.clipsal@se.com Additional submission method(s) (if any) will be detailed in the promotional communications during the Promotional Period.
Entry Mechanic	To enter the Promotion, Eligible Entrants must, during the Promotional Period: - send the Content to the Promoter in the manner required and detailed in the eDM and any promotional materials, via email to club.clipsal@se.com.
Content	An original submission by the Eligible Entrant of: - a written description of a new product idea (problem + solution) in less than 150 words; and - an optional sketch, diagram or visual supporting the idea; and - the selected Hero Range category for the idea (as defined below).
Intellectual Property	- Each Eligible Entrant, in the event that they are a winner of any prize, absolutely and unconditionally assigns to the Promoter all right, title and interest in their entry including the Content in accordance with the Conditions of Entry.
Entry Limit	Multiple entries permitted, subject to any limits stated in the promotional communications (if applicable).
Phase 1 Judging & Phase 2 Public Voting	Phase 1 Judging: All eligible entries received by the Promoter during the Promotional Period will be judged by a panel of appropriately qualified judges over two (2) days from 25/05/2026 to 26/05/2026 at 2 Banfield Road, Macquarie Park NSW 2113 (or such other location as determined by the Promoter) to determine three (3) shortlisted entries in the Promotion. All eligible entries will be judged on a basis of innovation and creativity, ability to come to life (including budget/ROI, market size and design & manufacturing complexity), time to market, and impact of the pain point being solved. Phase 2 Voting: The Content of the three (3) shortlisted entries will be showcased at AMPED 26 and subject to a live voting process conducted by AMPED 26 attendees via the AMPED 26 event application (or other

	method communicated at the event). The voting period will open and close at times announced during AMPED 26.
Prize(s)	<p>MAJOR PRIZE</p> <p>The shortlisted entry with the highest number of votes in Phase 2 Voting will win a travel prize to Adelaide for two (2) nights during H2 2026 (time and date to be agreed between the Promoter and the winner).</p> <p>The travel prize will comprise of elements determined by the Promoter and may include return economy airfares (where applicable), accommodation, transfers and selected activities. Full details will be confirmed with the winner at the time of prize acceptance.</p>
Total Maximum Prize Value	Total maximum value of all Prize(s) awarded in the Promotion is up to AUD\$4,000 (including GST).

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CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and Prize(s) form part of the Schedule and these Conditions of Entry. These Conditions of Entry must be read in conjunction with the Schedule for the Promotion. Entry into the Promotion is deemed acceptance of the Schedule and these Conditions of Entry. Capitalised terms and expressions appearing in these Conditions of Entry are as defined in the Schedule or these Conditions of Entry. Unless the contrary intention appears, a reference to the singular includes the plural and vice versa. The Schedule will prevail to the extent of any inconsistency between the Schedule and these Conditions of Entry.

DURATION

2. The Promotion will be conducted during the Promotional Period. If applicable, the Promotional Period will be divided into the Promotional Stages for the purpose of determining winner(s) and awarding Prize(s) in the Promotion.

ELIGIBILITY

3. The Promotion is open to Eligible Entrants. The directors, management and employees (and their Immediate Families) of the Promoter, its related entities, corporations, printers, suppliers, providers and agencies whom are directly associated with the conduct of this Promotion are ineligible to enter the Promotion.

HOW TO ENTER

4. Eligible Entrants may enter the Promotion during the Promotional Period or a Promotional Stage (as applicable) in accordance with the Entry Mechanic. Eligible Entrants must provide all mandatory information required to enter the Promotion, which may include, but is not limited to, their full name, gender, date of birth, residential address, current and valid email address, contact telephone number and mobile telephone number and, if applicable, the date of purchase of the Eligible Product, the location of the where the Eligible Product purchase transaction was made and each Eligible Product's unique or promotional code (if applicable). Eligible Entrants may also be required to submit the Content in order to enter the Promotion, which may include an image, photograph, video, written submission or any other form of user-generated content.
5. Eligible Entrants may enter up to the Entry Limit. If multiple entries are not permitted, any subsequent entry after the first valid entry is received will be deemed invalid. If multiple entries are permitted, each entry must be submitted separately and must be substantially unique. All entries must independently comply with these Conditions of Entry. If applicable, entries for each Promotional Stage must be received by the Promoter during that Promotional Stage to be eligible for the corresponding Voting or Judging (as applicable). Unless expressly stated otherwise in the Schedule, entries received by the Promoter during a Promotional Stage will not rollover into any Voting or Judging (as applicable) for subsequent Promotional Stage(s) (if any).
6. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant will deem their entry invalid.
7. Entries submitted via the Promotional Site(s) will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Costs associated with entering the Promotion via the Promotional Site(s) remain an Eligible Entrant's responsibility and may vary depending on the Internet service provider used. Eligible Entrants acknowledge that their entries and their name, locality, username and/or profile photograph (if applicable) may be featured on the Promotional Site(s) for public viewing during the Promotional Period and in perpetuity (unless otherwise requested) as well as Voting (if applicable). Once an entry is submitted, Eligible Entrants

acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter). For Internet entries using:

8. The use of any automated entry software or any mechanical, electronic or other means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.

WINNER DETERMINATION

9. This is a game of skill and chance plays no part in determining the winner(s). The winner(s) in the Phase 1 Judging or Phase 2 Voting (as applicable) will be notified in writing within forty-eight (48) hours of the Judging or Voting (as applicable). All reasonable steps to notify the winner(s) of the results of the Judging and Voting (as applicable) will be taken by the Promoter. If there is a Judging, the Promoter's decision is final and no correspondence will be entered into. If there is a Voting, judges' decision is final and no correspondence will be entered into.
10. In the event of an ineligible entry or entrant in the Phase 1 Judging or Phase 2 Public Voting (as applicable), or if an Eligible Entrant cannot be notified within a reasonable timeframe by the Promoter or is unable to accept or declines to participate in the Prize within the timeframe required by the Promoter (if applicable), then the Prize will be awarded to the eligible entry with the next highest number of votes in the Voting or the next best judged eligible entry in the Judging (as applicable). The Promoter will continue this process until all Prize(s) are awarded.

PRIZE(S)

11. The winner(s) will be awarded the Prize(s).
12. All Prize(s) are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including the Schedule).
13. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize(s), are the responsibility of the winner(s) and their companion(s) (if any). Such additional costs may include, but are not limited to, travel or transportation, meals, beverages, telephone calls, Internet connection, telephone or data plan charges, software or applications, laundry services, spending money, transport, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes not provided with the Prize(s) as part of standard retail sale (if applicable) but excluding airfare related taxes and charges included in the Prize(s) (if applicable), insurance, travel insurance, passports and visas (if applicable).
14. Vouchers, gift cards, debit cards, passes and tickets are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged. Vouchers, gift cards, debit cards, passes and tickets cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured by the Promoter or Prize supplier.
15. The Prize(s) must be booked and travelled in full by the date(s) or during the period(s) nominated by the Promoter in its sole discretion. Redemption of the Prize(s) is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of a Prize must be taken together and when offered or are forfeited. The winner(s) and their companion(s) (if any) must travel together and depart from and return to the same departure point. The winner(s) and their companion(s) (if any) may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation date(s) nominated by the Promoter permitted, unless otherwise stated in these Conditions of Entry (including the Schedule) or allowed by the Promoter in writing in its sole discretion, in which event any extension or variation of the travel and/or accommodation date(s) nominated by the Promoter will be at the cost and responsibility of the winner(s) and their companion(s) (if any). The Prize(s) cannot be used in conjunction with travel discounts or special

offers. Travel and accommodation are to be arranged by a licensed agent nominated by the Promoter. Winner(s) may be required to present a credit card at time of accommodation check-in.

16. **General:** Where applicable, the winner(s) and their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Prize(s). Acceptance of the Prize(s) and participation in the Prize(s) is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organiser(s) and any other Prize supplier(s), and in particular behaviour and safety requirements. The winner(s) and their companion(s) (if any) must follow all reasonable directions given by the Promoter and any event organiser or Prize supplier during the course of their participation in the Prize(s), including all directions in relation to behaviour, safety and responsible consumption of alcohol (if applicable). The Promoter and any event organiser or Prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of the travel destination(s), to disqualify, sanction and/or remove the winner(s) and/or their companion(s) (if any) from the event(s), or to refuse participation in certain activities, on the grounds of inappropriate behaviour or safety reasons, or for any breach of these Conditions of Entry generally. If the winner(s) and/or their companion(s) (if any) fail to participate in the Prize(s) in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the Prize(s) will be forfeited with no compensation payable.
17. Eligible Entrants acknowledge that if they are selected as a winner, the Eligible Entrant must be willing to participate in the Prize at the time(s) and on the date(s) required by the Promoter in its sole discretion (if applicable). It will be the responsibility of a winner (and their parent or legal if the winner is aged under 18 years) to make necessary school, work or family arrangements in anticipation of the winner's extended absence from home, school or work (if applicable, as applicable). A winner is solely and absolutely responsible for obtaining leave from work/study and other related activities to participate in the Prize. The Promoter is not responsible for any reduction or loss of wages or salary experienced by the winner(s).
18. The Promoter also reserves the right to disqualify the winner(s) and/or their companion(s) (if any), prohibit participation in the Prize(s) or any component of the Prize(s) by the winner(s) and/or their companion(s) (if any), or otherwise cease to provide any Prize benefit to the winner(s) and/or their companion(s) (if any) if the winner(s) and/or their companion(s) (if any) act in a way, or causes material to be published, which the Promoter in its sole discretion deems to be inappropriate, aggressive, defamatory, offensive, or contrary to law, to diminish the good name or reputation of any Prize supplier or the Promoter, any of its related bodies corporate or its or their products, or otherwise is not in keeping with the spirit of the Promotion. For the avoidance of doubt, a winner can be disqualified after the winner is notified that they have won if the winner is found to have not acted in accordance with these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. It is a condition of entry into the Promotion and accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) acknowledge and agree that the Promoter or its agents may film, photograph and record the winner(s) and their companion(s) (if any) during the course of their participation in the Prize(s) and that such footage will be the property of the Promoter and may be edited.
20. The Promoter reserves the right to request a winner and their companion(s) (if any) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner and their companion(s) (if any) before issuing the Prize and at any time during their participation in the Prize.
21. It is a condition of accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.

22. The value of all Prize(s) is the Total Maximum Prize Value. The Prize(s) are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize(s) must be taken as offered and cannot be varied. The Prize(s) cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value. All Prize values are the recommended retail price including GST (depending on point of departure, where applicable).
23. If a Prize (or element of a Prize) becomes unavailable for any reason beyond the Promoter's reasonable control, then a comparable prize (or prize element) of equal or greater value will be awarded in lieu.

WINNER VERIFICATION

24. Eligible Entrants can only enter in their own name. Eligible Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Eligible Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Eligible Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Eligible Entrant's identity, age, residential address, eligibility to enter and claim a Prize, and any information submitted by the Eligible Entrant in entering the Promotion, before issuing a Prize (including confirming consent of an Eligible Entrant). If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Eligible Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Eligible Entrant may be ineligible and deemed invalid.
25. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Eligible Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
26. A Prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their absolute discretion (including as stated in the Schedule, if applicable).
27. **Voting:** The Promoter reserves the right to verify the validity of any and all votes and to request a voter produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity of the voter and the validity of the votes submitted, or purportedly submitted, by that voter for the purpose of determining the winner(s) in the Promotion. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) to its satisfaction or if a voter: (a) tampers with the voting process; (b) submits a vote which is not in accordance with these Conditions of Entry; (c) uses (or attempts to use) multiple names, identities, email addresses and/or automated, script, macro or robotic program(s) to submit votes; (d) engages in systematic voting from the same computer/IP address in excess of the voting limit (if any); or otherwise (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion, then all the votes submitted that voter may be ineligible and deemed invalid for the purpose of determining the winner(s) in the Promotion, as determined by the Promoter in its sole discretion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. The Promoter's decision is final and no correspondence will be entered into.

CONTENT OBLIGATIONS

28. If the Entry Mechanic involves the submission of any Content, entries must adhere to format and technical requirements, including but not limited to any size and length limitations. By entering the Promotion, Eligible Entrants acknowledge and agree that the Content may be featured on the

Promotional Site(s) and any other online platform (including social media platforms) or audio-visual or print material of the Promoter for public viewing for the duration of the Promotional Period and in perpetuity (unless otherwise requested) and Voting (if applicable).

29. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each entry (including the Content) fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials (excluding the Promoter where required for entry into the Promotion), unless the entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An entry submitted without obtaining such written consent may result in the entry becoming invalid for the purposes of the Promotion and/or the Eligible Entrant being subject to legal liability. Any entries that contain Content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or to infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted as eligible entries into the Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. The decision by the Promoter to accept or reject an entry is in the Promoter's sole discretion and no correspondence will be entered into.
30. An Eligible Entrant may, during the Promotional Period, be requested by the Promoter to resubmit their entry in the manner required if the Promoter considers the Content submitted by the Eligible Entrant to be ineligible to be accepted as an eligible entry ("**Resubmitted Entry**"). The decision by the Promoter to request a Resubmitted Entry, or to accept or reject a Resubmitted Entry as an eligible entry, is in the Promoter's sole discretion and no correspondence will be entered into. If a Resubmitted Entry is accepted by the Promoter, in its sole discretion, as an eligible entry, the Resubmitted Entry will be deemed to be an entry for the Eligible Entrant. If a Resubmitted Entry is rejected by the Promoter as an eligible entry, or is not received by the Promoter during the Promotional Period, the Eligible Entrant will not have gained an entry into the Promotion.
31. Any entries that contain Content that the Promoter, in its sole discretion, considers to be one (1) or more of the following types will not be accepted as eligible entries into the Promotion:
 - a. Content that does not strictly comply with the entry requirements as set out in these Conditions of Entry and/or on the Promotional Site(s) (if applicable);
 - b. Content that appeals to children aged 14 years or under unless otherwise expressly permitted by the Promoter;
 - c. Content that contains, depicts, alludes to or promotes aggressive, unruly, antisocial, offensive, lewd or illegal behaviour or any swearing (including masked profanities, e.g. f*#@#), alcohol or smoking;
 - d. Content that parodies, disparages or makes fun of in any way the Promoter;
 - e. Content that is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - f. Content that is menacing or offensive or that harasses or advocates harassment of another person;
 - g. Content that exploits people in a sexual or violent manner;
 - h. Content that contains nudity, violence, or offensive subject matter or contains a link to an adult website;
 - i. Content that solicits Personal Information from anyone;
 - j. Content that provides any telephone numbers, street addresses, last names, URLs or email addresses;
 - k. Content that promotes information that an Eligible Entrant knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 - l. Content that promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

- m. Content that involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, instant messaging or "spamming";
- n. Content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- o. Content that solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- p. Content that involves commercial activities and/or sales without the Promoter's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- q. Content that contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
- r. Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
- s. Content that includes an image or reference to another person that you have submitted without that person's consent; or
- t. Content that uses sexually suggestive imagery or is unfair, misleading or deceptive.

32. By entering the Promotion, an Eligible Entrant warrants to the Promoter:

- a. that the Content submitted with their entry is original;
- b. that they have the authority and all permissions necessary to submit their entry (including the Content);
- c. that they own the Content of their entry for use in any manner in any media and in any form worldwide and in perpetuity;
- d. that their entry does not violate the privacy rights, copyright, contract rights or other rights (including, but not limited to, Intellectual Property Rights) of any person, corporation or entity;
- e. in respect of Content that includes images or references to third parties or third party property, that:
 - i. the Eligible Entrant has, before submitting their entry, obtained the required written consents and releases from those third parties (or third party property owners) to include such images or references in the Content and submit the Content as part of their entry into the Promotion; and
 - ii. the third parties have been informed by the Eligible Entrant and each agree in writing that such third party's image or reference may be used by the Promoter in any media and in any form for an unlimited period of time without remuneration or compensation to the third party for the purpose of promoting, publicising or marketing the Promotion (including any outcome), promoting any products and services manufactured, distributed and/or supplied by the Promoter and/or the Promoter generally;
- f. that their entry does not contain Content that is illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libelous, offensive or objectionable;
- g. that their entry does not contain Content that is contrary to the requirements or directions of relevant Regulators;
- h. that their entry does not contain Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that Content for any purpose whatsoever, including commercial purposes;
- i. that their entry does not contain Content that has any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
- j. that their entry does not contain Content that misrepresents or suggests that any entity has the approval or sponsorship of any other entity which it does not have;

- k. that during the course of creating their entry (including the Content), their conduct was not illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory or harassing to any person; and
 - l. that they agree that if their entry is accepted by the Promoter, it may be made available on the Promotional Site(s) (if applicable) for public viewing and Voting (if applicable) and may be used by the Promoter in any media and in any form for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising and/or marketing the Promotion (including any outcome) and/or promoting any products and services manufactured, distributed and/or supplied by the Promoter and/or the Promoter generally.
33. Eligible Entrants are solely responsible and liable for their entries (including the Content) and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any Content posted on the Promotional Site(s) (if applicable) in accordance with its prevailing terms and conditions of use. Any entries that are removed by the Promoter from the Promotional Site(s) (if applicable) will not be considered eligible entries for the purpose of the Promotion. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any entries submitted for the purposes of the Promotion (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).
34. If any Content is made available for public viewing by the Promoter on the Promotional Site(s), a Regulator or any member of the public may wish to submit a notice, request, direction, complaint or instruction (“**Notification**”) to the Promoter in respect of any Content, entry or other contribution of any person on the Promotional Site(s). Except for Regulators, Notifications must be submitted to the Promoter in accordance with the process advised by the Promoter on the Promotional Site(s) (if applicable) or otherwise on the Promoter’s website(s). If the Promoter receives a Notification, the Promoter will consider the issues raised in the Notification and determine, in its sole discretion, whether the relevant contribution should be removed. Eligible Entrants acknowledge and agree that the Promoter may, without any liability, take any steps necessary in order to respond or comply with a Notification (to the extent the Promoter is legally authorised and obliged to do so) to ensure compliance with any relevant Laws and/or the requirements of a Regulator and may take these steps at any time and without further notice to the Eligible Entrant.

INTELLECTUAL PROPERTY

35. By entering the Promotion:
- a. each Eligible Entrant expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Eligible Entrant’s moral rights in relation to all Intellectual Property Rights (as defined in clause 51 of these Conditions) in any Content that the Eligible Entrant creates or generates and uploads to the Promotional Site(s) pursuant to the *Copyright Act 1968* (Cth). This includes the Promoter having an unfettered right to treat their entry (including the Content) in any manner at its sole discretion, to alter the entry (including the Content) in any manner and to the Promoter not attributing authorship of the entry (including the Content) to the Eligible Entrant; and
 - b. each Eligible Entrant including the winner absolutely and unconditionally assigns to the Promoter (and agrees to use their best endeavours to procure any relevant third parties to absolutely and unconditionally assign to the Promoter) all right, title and interest in all Intellectual Property Rights in their entry (including but not limited to the Content). An entry and all Intellectual Property Rights subsisting in the entry (including but not limited to the Content) irrevocably becomes, at time of entry, the property of the Promoter. Each winner must, upon request by the Promoter, execute all documents and perform all acts necessary to vest all Intellectual Property Rights in their entry (including but not limited to the Content) in the Promoter.

36. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Promotional Site(s) (if applicable) will remain or be vested in the Promoter and its affiliates. Participation in the Promotion by an Eligible Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case by case basis and to the extent required, grants to each Eligible Entrant a non-exclusive licence for the Promotional Period to use the promotional material and the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Eligible Entrant to participate in the Promotion.

PRIVACY

37. Selected partners, trusted third parties, promotional agents and Prize suppliers of the Promoter (if any and depending on the nature of the Prize(s)) ("**Promotional Partners**") may require that Eligible Entrants provide Personal Information to them in order to process a valid Prize claim. Eligible Entrants must satisfy themselves with the privacy policies of any Promotional Partners (if any), as the Promoter will not accept any responsibility for the handling of Personal Information by Promotional Partners (if any).
38. The Promoter and its Promotional Partners (if any) collect Personal Information about an Eligible Entrant to include the Eligible Entrant in the Promotion, award Prize(s) (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotional Partners (if any). If the Personal Information requested is not provided, the Eligible Entrant cannot participate in the Promotion and is deemed ineligible.
39. Eligible Entrants agree that the Promoter may, in the event the Eligible Entrant is a winner, publish or cause to be published the Eligible Entrant winner's name and locality in any media.
40. Eligible Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the premises of the Promoter. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at <https://www.se.com/au/en/about-us/legal/data-privacy.jsp> (for Eligible Entrants in Australia). These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
41. If the Promoter collects an Eligible Entrant's Personal Information, the Promoter will provide to the Eligible Entrant, at time of entry into the Promotion or as soon as reasonably practicable thereafter, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
42. By entering the Promotion and opting-in (if applicable), Eligible Entrants acknowledge that a further primary purpose for collection of the Eligible Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Eligible Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Eligible Entrant's Personal Information with any overseas related companies, Promotional Partners, servants, employees and agents who may contact the Eligible Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Eligible Entrant with marketing materials in this way. By entering the Promotion and opting-in (if applicable), Eligible Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

43. The Promotional Site(s) may contain links to other websites (“**Linked Sites**”), including Promotional Partner websites. The Promoter is not responsible for the content of any Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect Personal Information or postings from Eligible Entrants, the Promoter shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Eligible Entrants’ convenience only and Eligible Entrants agree to access them at their own risk.

GENERAL

44. As a condition of entering this Promotion, each Eligible Entrant consents to, in the event they are a winner, the Promoter using the Eligible Entrant’s entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Eligible Entrant agrees that, in the event they are a winner, the Eligible Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its or their agents and sign any additional documents reasonably required by the Promoter to give effect to this condition. As a condition of participating in a Prize, each winner must procure that their companion(s) (if any) also consents to the Promoter using their name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the Prize as requested by the Promoter and its or their agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
45. If the Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or if necessary to provide alternative Prize(s) to the same value as the original Prize(s).
46. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Consumer Laws), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or Prize(s); and/or (iv) acceptance and/or use of any Prize. Applicable manufacturers and/or distributors should be contacted in regards to all Prize warranty claims (where applicable).
47. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Site(s) or the information on the Promotional Site(s), or to otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Eligible Entrant, the Eligible Entrant agrees to indemnify the Promoter for those losses, damages and costs.
48. To the extent permitted by law, each Eligible Entrant indemnifies, and must defend and hold harmless, the Promoter, employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Eligible Entrant of any of these Conditions of Entry; (ii) any third

party claim arising directly or indirectly from a breach by the Eligible Entrant of any of these Conditions of Entry; (iii) a negligent, willful or otherwise wrongful act or omission of the Eligible Entrant; (iv) fraudulent or dishonest acts or omissions by the Eligible Entrant; (v) any breach by the Eligible Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Eligible Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Eligible Entrant; and (viii) any claim or allegation that the Eligible Entrant's entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.

49. All of the Promoter's decisions in respect of the Promotion are final and no correspondence will be entered into.

50. Each Eligible Entrant acknowledges and agrees that the promotion and these Conditions of Entry (including the Schedule) are governed by the Laws of State, Territory or country of the registered office of the Promoter and each Eligible Entrant submits to the exclusive jurisdiction of the courts of that State, Territory or country (as applicable) and any courts competent to hear appeals from those courts.

51. In these Conditions of Entry:

"Consumer Laws" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) in Australia.

"Immediate Families" 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 cousin.

"Intellectual Property Rights" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise.

"Laws" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia.

"Losses" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind.

"Personal Information" means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

"Regulators" means any regulatory agency or any private entity that functions in a quasi-regulatory manner, having any applicable jurisdiction and includes the Advertising Standards Bureau, the Australian Association of National Advertisers, the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Office of the Australian Information Commissioner, the Classification Board, the Telecommunications Industry Ombudsman and any authority, agency or entity that is substituted for, or takes over the functions of, any of those organisations.