

Clipsal @ DENFAIR
Win a trip to the One & Only Wolgan Valley
Hotel and Resort Competition
TERMS & CONDITIONS

1) Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.

2) The promoter is Schneider Electric (Australia) Pty Ltd (ABN 42 004 969 304) of 78 Waterloo Rd, Macquarie Park, NSW 2113 (**Promoter**).

Duration

3) Promotion commences on 20/06//2019 and closes 11:59pm AEST on 22/06/2019 (**Promotion Period**).

Eligibility to Enter

4) Entry is open to DENFAIR Industry Delegates (**Eligible Customers**), excluding directors, management, employees and their immediate families of the Promoter and its related bodies corporate and agencies associated with this promotion. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin (**Ineligible Entrants**).

Entry into the promotion

5) To be eligible for one entry, 'Eligible Customers' must, during the Promotional Period, scan their badge on the Konduko scanner located on the Clipsal stand at DENFAIR (stand 1101), or opt-in to competition entry via the Google Docs DENFAIR Lead Form (**Qualifying Entry**) to go in the draw to win a night at Wolgan Valley Hotel & Resort (**Prize**).

6) Every 'Eligible Customer' that enters the competition during the Promotional Period will receive one entry into the draw to win the prize. The winner (**winner**) will be selected via electronic draw Approval No: 1224 at the Schneider Electric Gepps Cross (South Australia) Office (on Wednesday, 26th June at 12pm (AEST)). The winner will be notified by telephone or via email by a Schneider Electric Representative.

7) The Promoters decision is final in relation to all aspects of this promotion and no correspondence will be entered into.

8) The Promotor is not responsible for any late entries. The time of entry will be deemed to be the time the entry is received by the Promoter.

9) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Prize

10) The 'Prize' is a one night stay for 2 (two) people at One & Only Wolgan Valley Hotel & Resort, located in the Blue Mountains, New South Wales, Australia. Domestic flights for two people to and from the winner's closest capital city (excluding NSW residents), as well as return transfers to and from the hotel from

Sydney airport will be included. Also included is one breakfast, lunch and degustation dinner for 2 people.

The RRP value of the prize including GST is \$5,000.00

11) There is only one (1) prize to be won.

12) If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with another prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

Limitation of liability and variation of terms

13) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.

14) The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

15) The exclusion of liability in clause 18 does not apply to limit or exclude liability:

a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; or

b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

General

16) The Promoter reserves the right, at any time, to verify the validity of claims and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any Eligible Business who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim 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, cancelled or un-submitted orders will not be accepted for entry into the promotion.

Entry details and privacy

18) Entry details remain the property of the Promoter. The name and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties and any applicable statutory authorities). Without limiting the foregoing, entrants' personal information provided in connection with this promotion will

be handled in accordance with the Promoter's Privacy Statement, visit <https://www.clipsal.com/Privacy-Policy> to obtain a copy.

Tax Implications

19) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

Fringe Benefits Tax

20) Receipt of a prize may have Fringe Benefits Tax (FBT) implications. To the extent that there is any FBT liability, this will be paid for by the recipient. The grossed-up value of a prize and any other Fringe Benefits the recipient receives during the course of the FBT year may be reported on the recipient's annual PAYG Payment Summary as required by taxation law.