

GENERATOR

plug in for generous rewards

Generator Reward Programme TERMS AND CONDITIONS

The following Terms and Conditions apply to all Participants in the Generator Reward Programme and Schneider Electric (Australia) Pty Limited ABN 42 004 969 304 trading as Clipsal by Schneider Electric (hereafter referred to as "Clipsal") who operate the Generator Reward Programme.

1. INTERPRETATION AND DEFINITIONS

"Clipsal" means Schneider Electric (Australia) Pty Ltd (ABN: 42 004 969 304).

"Clipsal Product" means any product from the Clipsal product range stocked by a Participating Wholesaler.

"Club Clipsal Gold" means a current financial Gold member of Clipsal by Schneider Electric's loyalty club, Club Clipsal.

"Club Clipsal Member" means a current member of Clipsal by Schneider Electric's loyalty club, Club Clipsal.

"Club Clipsal Platinum" means a current financial Platinum member of Clipsal by Schneider Electric's loyalty club, Club Clipsal.

"Club Clipsal Silver" means a current Silver member of Clipsal by Schneider Electric's loyalty club, Club Clipsal.

"Club Clipsal Tier" means the level of membership a contractor has in the Club Clipsal loyalty club. This can be Silver, Gold or, Platinum.

"Club Clipsal Website" means (www.clipsal.com/clubclipsal).

"Company" means an electrical contracting company who has nominated a Participating Wholesaler to participate in the Programme for and on behalf of the Company.

"Generator Expert" is the Participating Partner's Representative specified in their Participating Partner Terms of Agreement and has the meaning given to that term in clause 6.17 below.

"Generator Promotion" means a promotion run by Club Clipsal's Generator Team, where a Participant earns bonus GPoints for the purchase of Clipsal/Schneider Products.

"Generator Website" means (www.clipsal.com/generator).

"GPoints" means together the Normal GPoints and Promotion GPoints.

"Insolvency Event" means:

(a) where a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable; and

(b) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction.

"Made to order" means a product specifically made by Clipsal or Schneider Electric to a Participant's need, not available as stock standard with a Participating Wholesaler.

"Materials" means all materials in whatever form provided by the Participant to the Programme.

"Normal GPoints" means Generator Points earned by a Participant in respect of purchase of Clipsal/Schneider Products that are not part of any promotion.

"Participant" means a current Club Clipsal Member who has registered through the Clipsal Generator Website or by manual application to participate in the Programme.

"Participant Database" means a Participating Partner's list of Participants who purchase Clipsal/Schneider Product from that Participating Partner.

“Participating Hub Member” means a Hub Member who has accepted Clipsal's invitation to participate in the programme, as per their signed Terms and Confidentiality Agreement.

“Participating Partner” means a Wholesaler or Hub Member who has accepted Clipsal's invitation to participate in the Programme, as per their signed Terms and Confidentiality Agreement.

“Participating Wholesaler” means a Wholesaler who has accepted Clipsal's invitation to participate in the Programme, who is able to provide the sales data in the required format and who has signed the Terms and Confidentiality Agreement.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“Privacy Act” means Privacy Act 1988 (Cth) (as amended from time to time).

“Programme” means the Clipsal by Schneider Electric ‘Generator’ Reward Programme which rewards Participants for their purchase of Clipsal and Schneider Product stocked by Participating Wholesalers and supplied as switchboard components by Participating Hub Members.

“Programme Team” means the Clipsal by Schneider Electric ‘Generator’ Reward Programme staff members, who are the administrators of the Programme.

“Promotion GPoints” means Generator Points earned by a Participant in respect of purchase of Clipsal/Schneider Products that are part of a Generator Promotion.

“Purpose” means for the purposes of operating the Generator Reward Programme.

“Registration Date” has the meaning given to that term in clause 3.1C below.

“Related Body Corporate” has the meaning given to that term in the Corporations Act 2001 (Cth).

“Reporting Deadline” has the meaning given to that term in clause 5.1 and 5.3 below.

“Sales Data” has the meaning given to that term in clause 5.1 below.

“Schneider Electric Group” means the company structure incorporating Schneider Electric Industries AS and Schneider Electric (Australia) Pty Limited including any Related Body Corporate of Schneider Electric Industries SAS or Schneider Electric (Australia) Pty Limited.

“Schneider Product” means any product from the Schneider product range stocked by a Participating Wholesaler.

“Specials” means a product specifically customised by Clipsal or Schneider Electric to a Participant's need, not available as stock standard with a participating wholesaler.

“Terms” means the terms and conditions set out in this document.

“Wholesaler” means a seller of Clipsal and Schneider Products to Club Clipsal Members.

2. DURATION

2.1 The Programme will begin 1st September 2013 and continue until further notice is given by Clipsal to the Participant.

3. ELIGIBILITY

3.1 To be a Participant of this Programme, you must:

- (a) be a current Australian Club Clipsal Member
- (b) have an ABN
- (c) register online through the Generator Website and the beginning of the month you register becomes your registration date
- (d) nominate up to three (3) Participating Wholesalers and your Participating Wholesaler account numbers.

3.2 Only one (1) current Australian Club Clipsal Member is eligible to register from any one business.

3.3 This Programme cannot be cumulated with a rebate. If you choose to join the Programme as a Participant, either in your own right or for and on behalf of your Company, you or your Company (as appropriate) waive any rebate that you or your Company receive at the date you join the Programme.

3.4 Generator Points (GPoints) are not transferable between Participants or Companies and are not redeemable for cash.

3.5 Current Club Clipsal members participate in the Programme by purchasing Clipsal and Schneider Electric product from Participating Partners. This includes their nominated Participating Wholesalers and/or Participating Hub Members via the manual Hub Claim Sheet, refer Annexure 1. Purchases may exclude ‘made to order’ and ‘specials’. To be eligible to earn GPoints on these items, special authority needs to be requested from the Programme Team.

3.6 Membership to Generator is not open to staff, families or friends of Schneider Electric and associated companies. Nor is it open to groups, trusts, other entities, government departments, agencies, animals or inanimate objects.

4. ANNUAL FEES

4.1 There are no fees to register for the Programme.

5. EARNING GPOINTS

- 5.1 You earn Generator Points in the Programme by purchasing Clipsal and/or Schneider Electric product from your nominated Participating Wholesalers. This may exclude 'made to order' and 'specials'. To be eligible to earn GPoints on 'made to order' and 'specials', authority needs to be requested from the Programme Team in advance. At the end of each month, your details will be given to your nominated Participating Wholesalers, requesting your sales data total for that month. Sales Data is the Clipsal and/or Schneider Electric product purchased from your nominated Participating Wholesalers, and is reported in Excel format. Refer Annexure 2 Sales Data. At the end of the following month, your Participating Wholesaler will complete the Sales Data and return to the Programme Team, so GPoints can be applied to your Generator Account. You must not have monies outstanding with a Participating Wholesaler to receive GPoints. This time scale forms the Reporting Deadline, in that Generator Points may take up to 60 Days after purchase to be applied to a Generator Account, provided data is supplied by Participating Partners to schedule too.
- 5.2 Generator Points are applied at different rates, dependent on your Club Clipsal Tier:
- A Club Clipsal Silver member will earn one (1) GPoint for every one (1) dollar spent (excluding GST) on Clipsal/Schneider Electric product purchased at their nominated Participating Wholesaler.
 - A Club Clipsal Gold member will earn one and a half (1.5) GPoints for every one (1) dollar spent (excluding GST) on Clipsal/Schneider Electric product purchased at their nominated Participating Wholesaler.
 - A Club Clipsal Platinum member will earn two (2) GPoints for every one (1) dollar spent (excluding GST) on Clipsal/Schneider Electric product purchased at their nominated Participating Wholesaler.
- 5.3 You can earn Generator Points in the Programme also by purchasing Clipsal and/or Schneider Electric product from Participating Hub Members. To be eligible to earn GPoints from participating Hub Members, Generator Members must purchase product containing Clipsal and/or Schneider Electric components and must fully complete a Hub Claim Sheet (Annexure 1), sending this to the Programme Team within 60 days of their Hub Member's Invoice date, the Reporting Deadline. At the end of each month, your Claim sheet/Sales Data will be validated/audited and converted to Generator Points in your reward account. You must not have monies outstanding with a Participating Hub Member to receive GPoints. GPoints are applied at the rate of one (1) GPoint for every four (4) dollars spent (excluding GST) on Clipsal/Schneider Electric product purchased from the Participating Hub Member.
- 5.4 Participants must maintain accurate records of the purchase of Clipsal/Schneider products. Irregularity or discrepancy in allocation of sales data or GPoints by the Participant or Participating Partner will be stringently investigated by the Programme Team. This will require the Participant and Participating Partner to provide original taxation invoice as proof of purchase or GPoints will be forfeited.
- 5.5 Clipsal reserves the right to vary the GPoints which may be earned at any time and without notice.
- 5.6 Participants may not pool or combine GPoints from other Participants outside of their own business. GPoints are not transferable and cannot be exchanged or redeemed for cash.
- 5.7 Clipsal will have access to all Sales Data submitted and authorised by Participants and their nominated Participating Partners pursuant to the Terms and Privacy Act and may use such Sales Data to:
- (a) conduct market analysis;
 - (b) allocate GPoints to Participants in the Participating Wholesaler's Participant Database or from a Hub Partner Claim Sheet; and
 - (c) verify the Participant and Participating Partner's compliance with the Terms.

6. TRACKING POINTS

Adjustment of GPoints

- 6.1 If a Participant returns Clipsal/Schneider Product, does not pay for their Clipsal/Schneider product, or exchanges Clipsal/Schneider Product for non-Clipsal Product, GPoints will be deducted from the Participant's Generator Account, to the monetary value originally charged to that Participant for that Clipsal/Schneider product.
- 6.2 Participants must provide all assistance reasonably requested by Clipsal to make relevant adjustments to the Sales Data if there are any issues arising from:
- (a) exchange or return of Clipsal/Schneider Products; or
 - (b) billing or payment disputes.

Expiration of GPoints

- 6.3 GPoints are valid for twenty-four (24) months from the date entered into a Participant's Generator Account.
- 6.4 GPoints accrued during the Programme are only available during the life of the Programme in the manner set out in this clause 6.

Promotion GPoints

- 6.5 At times, Participants will have the opportunity to earn Promotion GPoints in the Programme by purchasing Clipsal/Schneider Products. Promotions will be advised to Participants and Participating Partners, when relevant.

Redeeming GPoints and Claiming Rewards

- 6.6 GPoints accrued by Participants may be redeemed at any time throughout the life of the Programme, prior to the expiry of the GPoints.
- 6.7 Participants can only redeem GPoints accrued in their personal Generator Account.
- 6.8 To redeem GPoints, the Participant must login to the Clipsal website first, using their email address and password. Once logged in, the Participant selects the Generator link to take them into their Generator Account. Here, the Participant can choose the reward they wish to claim, add it to their shopping cart and select checkout to complete the transaction, provided the Participant has enough GPoints in their Generator Account.
- 6.9 The Participant can take up a GPoints Plus Pay option, which allows them to use GPoints for 80% of the GPoints redemption price and then complete the transaction by paying via credit card for the remaining 20% of the price.
- 6.10 Clipsal does not take any responsibility in the event a Participant leaves its Company and uses all the GPoints or for how the GPoints and/or rewards are distributed within a Participant's Company.
- 6.11 All rewards are subject to availability and some conditions may apply (see further clause 13 below).
- 6.12 The redemption of GPoints may not be cancelled or reversed except with the approval of the Programme Team, which it may give or withhold at its discretion.

Viewing GPoints

- 6.13 Participants are able to access and view their GPoints by logging in to their Generator Account. Clipsal will allow Participants access to their account history, balance and what rewards are available.
- 6.14 All Participants will be sent a monthly statement by e-mail detailing the GPoints credited to their Generator Account during the preceding month, along with their opening balance, rewards debited and their closing balance.
- 6.15 Clipsal will make adjustments to the GPoints accrued in a Participant's account if there are any irregularities arising from:
 - (a) exchanges or return of Clipsal/Schneider Electric products
 - (b) violations of the Programme rules and regulations; or
 - (c) billing or payment disputes.
- 6.16 The Programme relies on the accuracy and completeness of Sales Data submitted by each Participating Wholesaler and of Participant's manual Generator Hub Claim Sheet (Annexure 1).
- 6.17 If a Participant has any issue with the number of GPoints allocated to them, the Programme Team will investigate in the first instance. This may result in referral of that Participant to the relevant Participating Partner's Generator Expert to resolve any such issue. The Generator Expert is the person within the Participating Partner's business, nominated by them, to assist with such enquiries.

7. AUTHORITY TO AMEND THE PROGRAMME AND GPOINTS BALANCE

- 7.1 GPoints accrued and redeemed for rewards are not subsequently exchangeable for other rewards nor are any rewards refundable, replaceable, or transferable for cash or credit.
- 7.2 Clipsal reserves the right to modify the GPoints balance of a Participant in case of any inaccuracy, mistake or overstatement of purchases made.
- 7.3 If a Participant has redeemed GPoints accrued in breach of these Terms, Clipsal reserves the right to recover any GPoints or the equivalent cash value of the rewards these GPoints were redeemed for.
- 7.4 In the event that Clipsal suspects a breach of the Terms, the Participant will be asked to provide supporting documentation from their Participating Partner that justifies the purchases which contributed to their GPoints balance. Failure to present this documentation may mean that all GPoints will be stripped from the Participant and appropriate action taken to terminate the Participant's Generator Account.
- 7.5 Clipsal reserves the right to seek all remedies available at law and in equity for fraud or violations of these Terms and Conditions.

8. NOTICE AND COMMUNICATION

- 8.1 When you first register in the Programme you will receive an email confirming your registration. Throughout the duration of the Programme, you may receive emails regarding important information about the Programme. Emails may include information about:
 - (a) GPoints that you have accrued;
 - (b) special offers available;
 - (c) Clipsal and Schneider Electric; and/or
 - (d) Relevant Personal Information about your GPoints and rewards.
- 8.2 It is the Participant's responsibility to verify any potential GPoints balance and verify credit to their Generator Account for accuracy.

9. PRIVACY AND PERSONAL INFORMATION

- 9.1 A Participant's Personal Information is gathered at the time of registration for the Purpose. It can only be viewed and/or changed by the Participant, using their login Username and Password to access their Generator Account.
- 9.2 Clipsal complies with the Australian Privacy Principles as set out in the Commonwealth Privacy Act 1988 (as amended from time to time). Clipsal only collects personal information required to provide Participants with the services provided under the Programme or the Club Clipsal programme. If Clipsal is not provided with the personal information when requested, it may not be able to provide the Membership services.
- 9.3 Clipsal collects and holds personal information when a Membership application form is submitted. Clipsal also collects personal information by telephone, in person, by representatives or agents, by written correspondence or when a Participant contacts Clipsal. By providing this information to Clipsal, Participants agree to Clipsal by Schneider collecting, storing, using and disclosing such information as outlined in this privacy statement.
- 9.4 Without a Participant's specific approval, Clipsal only uses and discloses personal information for the purpose of providing the Programme. The personal information Clipsal collects may only be disclosed to companies within the Schneider Electric Group, its employees, agents, subcontractors or third parties including but not limited to other Participating Partners and partner programmes.
- 9.5 At times, Clipsal uses external service providers who may have access to some personal information, for example, to mail out information or organize an event. Clipsal only discloses such information to the extent necessary for the service required to be provided.
- 9.6 Participants may request access to the personal information held by Clipsal about them. Clipsal will correct any information that is inaccurate, incomplete or out of date. If a Participant provides personal information to Clipsal about another individual or Participant, the Participant must ensure that the other individual or Participants have provided their consent and they have been made aware of the privacy statement.
- 9.7 If there are any changes to a Participant's personal information which a Participant has provided to Clipsal, a Participant should inform Clipsal as they occur so that such records can be updated.
- 9.8 More detailed information is available in Clipsal's Privacy Policy, which is available on request.
- 9.9 To obtain the full Privacy Policy, enquire about any privacy issue or request access to information or correction of information, please contact privacy@au.schneider-electric.com

10. TERMINATION FROM THE PROGRAMME

- 10.1 Where a Participant is no longer a current Club Clipsal Member, Clipsal will give the Participant 10 days prior notification of the Participant's termination from this Programme.
- 10.2 The Participant must redeem GPoints for rewards prior to the Participant's account being terminated in accordance with this clause. Any GPoints not redeemed prior to this date will be forfeited.
- 10.3 Participants, having engaged in inappropriate activity, will forfeit accumulated GPoints at Clipsal's sole and absolute discretion and may be suspended or terminated from the Programme. Inappropriate activity may relate to method of accumulating GPoints, method of purchase, or any other activity deemed inconsistent with the nature and intent of the Programme or in breach with these Terms.
- 10.4 In the event of a Participant's termination under clause 10.3 above, the Participant will only be eligible to redeem GPoints earned during the Programme up to the termination date.
- 10.5 Clipsal reserves the right to seek all remedies available at law and in equity for violation of these Terms.
- 10.6 A Participant may terminate their participation in the Programme at any time by giving written notice to Clipsal; refer below clause 23 for Contact Details.
- 10.7 Clipsal will not be liable for any loss or other consequence arising out of termination of a Participant's involvement in the Programme whatsoever, including (without limitation) for any GPoints balance at the time of termination.

11. TAX LIABILITY

- 11.1 Any liability for other Commonwealth, State or other taxes imposed on rewards as a result of the Programme will be the responsibility of the Participant. The Participant indemnifies the Clipsal for any tax liability accrued due to the Participant's membership in the Programme. Participants should consult their accountant or tax adviser to ensure that they understand possible tax (including income tax or fringe benefits tax) implications, if any, related to Membership and Benefits of the Programme.

12. DISPUTES

- 12.1 Any decision made by the Clipsal in the administration of the Programme, including in the event of any dispute raised by the Participant relating to the Programme, shall be final and binding on the Participant.

13. REWARDS

- 13.1 Conditions may be enforced by some suppliers of certain rewards. You will be informed of such conditions prior to you selecting such rewards.
- 13.2 In cases of non-availability of an advertised reward, Clipsal will use its reasonable endeavours to procure supply to you of a substitute reward that is of equal value. Alternatively, you may (at your option) select another reward.
- 13.3 Clipsal reserves the right (at its sole discretion) to remove, vary, or substitute any or all of the rewards contained in the Reward Catalogue.
- 13.4 Clipsal accepts no responsibility for:
- (a) incidental costs (including, but not limited to, those rewards where conditions might apply);
 - (b) any damage or loss of rewards in transit;
 - (c) installation of rewards where applicable;
 - (d) damage or injuries arising from the use of rewards; and
 - (e) provision of accessories, batteries etc. required to obtain full benefit of any rewards.
- 13.5 Clipsal recommends that Participants under the Programme take out appropriate insurance at their own expense when claiming rewards. Such insurance may include, but is not limited to, transit, travel and delivery insurance.

14. DISCLAIMER

- 14.1 Clipsal reserves the right to vary, alter or amend any or all parts of the Programme or the rewards. You will be notified of any such change or variation in writing.
- 14.2 The Programme is separate and independent from any other promotion or reward programme promoted or supported by Clipsal or Schneider Electric.
- 14.3 Clipsal disclaims any liability in relation to the Programme, whether at law, contract, or in tort (including negligence).
- 14.4 Clipsal makes no express or implied warranty or representation in connection with any rewards under the Programme.

15. NOTICES

- 15.1 Any notice to be given or served under or in connection with the Programme must be in writing and delivered by hand, in the ordinary mail, facsimile or by email at the address stated below in clause 23.

16. GENERAL

- 16.1 These Terms form the basis of the Programme. It is your responsibility to read and understand them fully. Clipsal has made every effort to ensure the information provided in relation to the Programme is accurate and in good faith.
- 16.2 Any failure by Clipsal to enforce a particular Term or Condition set out herein does not constitute a waiver of that Term or Condition.

17. SUSPENSION AND TERMINATION OF THE GENERATOR REWARD PROGRAMME

- 17.1 Clipsal may suspend or terminate the Programme at any time at its discretion without prior notice. Clipsal will not be liable for any loss or other consequence arising out of suspension or termination of the Programme whatsoever including (without limitation) for any GPoints balance at the time of suspension or termination.

18. LIMITATION ON LIABILITY

- 18.1 Any liability that Clipsal may have to a Participant whether for negligence, breach of contract or otherwise in respect to the Programme is limited to:
- (a) crediting GPoints to the Participant;
 - (b) debiting GPoints on the redemption of GPoints.
- 18.2 In accordance with these Terms, Clipsal will have no liability whatsoever for any loss of profits or any other incidental, consequential or indirect loss or other consequence in connection with the Programme.

19. NO WAIVER

- 19.1 No granting of time indulgence or failure to enforce a provision of these Terms shall constitute a waiver by Clipsal of the same.

20. RELEASE AND INDEMNITY

- 20.1 Each Participant releases and indemnifies Clipsal from and against any liability arising from:
- (a) any breach of these Terms and Conditions by the Participant
 - (b) any misuse of the Generator web page by the Participant
 - (c) any other conduct by the Participant which entitles Clipsal to terminate the participation in the Programme of the Participant.

21. SEVERABILITY

- 21.1 If any part or all of any provision of these Terms becomes or is found to be illegal or unenforceable that provision may be severed from these Terms and the remaining provisions of these Terms shall continue in force.

22. GOVERNING LAW

- 22.1 These Terms will be construed according to and governed by the law of South Australia, Australia. The parties submit to the exclusive jurisdiction of the courts in and of South Australia in relation to any dispute arising under these Terms.

23. CONTACT DETAILS

Generator Reward Programme

Email: generator.rewards@schneider-electric.com

Address: Generator Reward Programme

Clipsal Response Centre

33-37 Port Wakefield Road

Gepps Cross, SA 5094

PO Box 334

Enfield Plaza, SA 5085

Phone: The Generator Reward Programme Team

1800 244 414 (Option 3)

ANNEXURE 1

Generator Hub Claim Sheet

Can be download from the Generator website at clipsal.com/generator

GENERATOR

plug in for generous rewards

Attention: Generator Reward Programme

Date: ____ / ____ / ____

Fax: 1800 818 681

Message ____ of ____ page/s inclusive.

Email: generator.rewards@schneider-electric.com

Subject: HUB PARTNER GPOINTS CLAIM

Generator Member Details

Print first name and last name: _____

Signature: _____

Contact phone number: _____

ABN: _____

Claim 1*

Hub Partner name	Invoice date
Project name	Project number
Invoice number	Invoice total excluding GST

Claim 2*

Hub Partner name	Invoice date
Project name	Project number
Invoice number	Invoice total excluding GST

* Invoice claim must be excluding GST and paid in full before claiming.

Please note: as per the Terms and Conditions of the Generator Reward Programme, any switchboard claim must contain Clipsal and/or Schneider Electric product.

Internal use only

Audit check 1	Date	Name	Initials
Audit check 2	Date	Name	Initials
Audit check 3	Date	Name	Initials



The Hub



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ANNEXURE 2

Sales Data

ABN	Wholesale Name	Wholesale Account Number	Branch	Customer FirstName	Customer LastName	State	Total Cost Ex GST	Month
12345678901	ABC Wholesale	Free field	Wholesale Branch	John	Smith	SA	\$500	Sep-13

The Clipsal and Schneider Electric Partner Business, unites Schneider Electric, the global specialist in energy management, and Clipsal by Schneider Electric. Together we provide increased value to our customers. The Partner Business will focus on the relationship with its channel partners to deliver efficient and innovative products, services and solutions to the market.



The Hub

