

“CLIPSAL SUMMER” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Schneider Electric (Australia) Pty Limited (ABN 42 004 969 304) of 2 Banfield Rd Macquarie Park, NSW 2113, telephone: 13 73 28.
3. Entry is only open to Australian businesses (each an **“Eligible Business”**).
4. 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.
5. The promotion commences on 01/11/2021 and concludes at 11:59pm AEDST on 30/11/2021(**“Promotional Period”**). All times referred to herein are AEDST, as applicable in NSW.
6. To be eligible to enter, an authorised representative on behalf of an Eligible Business, must spend \$300 ex GST or more, in a single transaction, on any Clipsal Iconic, Pro Series, C2000, 2000 series and Standard series products (**“Eligible Clipsal Products”**) at an Electrical Wholesaler during the Promotional Period (**“Qualifying Transaction”**). A full list of **“Eligible Clipsal”** products can be found at www.Clipsal.com/summer. The Qualifying Transaction can be made at any electrical wholesaler (**“Electrical Wholesaler”**).
7. To enter, an authorised representative, on behalf of an Eligible Business must then, undertake the following steps, during the Promotional Period:
 - Visit www.Clipsal.com/summer and follow the prompts to the competition entry page;
 - Input the requested details including their first and last name, email address, phone number, postcode, the name of the Eligible Business, the name of the Electrical Wholesaler in which the Qualifying Transaction was made and the receipt/invoice number;
 - Upload a clear copy of the purchase receipt/invoice clearly showing the receipt/invoice number; and then
 - Submit the fully completed online entry form.

Upon submitting an online entry form in accordance with the above, Eligible Businesses will be awarded one (1) entry into the relevant Daily Draw. If the Eligible Business is a Club Clipsal Member they will be awarded one (1) bonus entry into the relevant Daily Draw. Eligible Businesses must enter using their email address as registered to their Club Clipsal membership in order to be eligible to receive their bonus entry.

8. Multiple entries permitted, subject to the following: (a) only one (1) initial entry is permitted per Qualifying Transaction regardless of how much is spent in that Qualifying Transaction in excess of \$300 ex GST; (b) only one (1) bonus entry is permitted per Qualifying Transaction for Club Clipsal Members; and (c) each entry must be submitted separately and in accordance with entry requirements.
9. Entries are deemed to be received at the time of receipt by the Promoter. The Promoter is not responsible for failure to receive any entry for any cause beyond its control.
10. Eligible Businesses must retain their original purchase receipt(s) and/or invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible

Business' entries and forfeiture of any right to a prize. Purchase receipt(s) and/or invoice(s) must clearly specify the participating wholesaler of purchase, the purchase amount and that the purchase was made during the Promotional Period but prior to entry.

11. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses 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.
12. Incomplete or indecipherable entries will be deemed invalid.
13. If there is a dispute as to the identity of an Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
14. There will be one (1) draw conducted for the entries received each day of the Promotional Period, for a total of thirty (30) draws ("**Daily Draws**"). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open at 12am and close at 11.59pm each day based on NSW local time. Each Daily Draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade, CROMER NSW 2099 at 1:30pm AEDST on a weekly basis and on the dates outlined in the table below. For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in NSW. **Entries in each Daily Draw will NOT be entered into any subsequent Daily Draw(s).** In the event there are no entries for a particular Daily Draw (or not enough entries to prizes), the prizes for that Daily Draw will be awarded in the unclaimed prize draw. Winning Eligible Businesses will be notified in writing within two (2) business days of the relevant draw and their names published online at www.clipsal.com/summer on the dates specified in the table below. In the event that a winner is from SA, their name will also be published in The Advertiser on 06/12/2021.

Daily Draws	Draw Date	Publication Date
1 - 7	08/11/2021	11/11/2021
8 - 14	15/11/2021	18/11/2021
15 - 21	22/11/2021	25/11/2021
22 - 28	29/11/2021	02/12/2021
29 - 30	01/12/2021	06/12/2021

15. The Promoter's decision is final and no correspondence will be entered into.
16. The first five (5) valid entries drawn in each Daily Draw will each win a \$1,000 Prezzy Gift Card.
17. Any ancillary costs associated with redeeming the Prezzy Gift Card are not included. Any unused balance of the Prezzy Gift Card will not be awarded as cash. Redemption of the Prezzy Gift Card is subject to any terms and conditions of the issuer including those specified on the Prezzy Gift Card available at <https://www.prezzy.com.au/doc/terms-of-sale/>. Must be redeemed within 1 year of close of promotion.
18. In all instances, the prizes will be awarded to the registered owner of the winning Eligible Business who may, in his/her absolute discretion, allocate the prize to any employee (aged 16 years or over) of the Eligible Business (the "**Prize Recipient**").
19. If for any reason a winner or Prize Recipient does not take/redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.

20. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is \$150,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes may take place on 01/03/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at www.Clipsal.com/summer from 08/03/2022. In the event a winner is from SA, their name will also be published in The Advertiser on 08/03/2022.
23. Eligible Businesses consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the responsibility of the individual submitting the entry on behalf of the Eligible Business and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an individual/Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted by that individual/Eligible Business invalid.
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, Prize Recipient or Eligible Business; or (f) use of a 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/privacy-policy.jsp>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the

Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to entities outside of Australia (see Privacy Policy for details).

NSW Permit No. TP/01417. ACT Permit No. TP21/01858. SA Permit No. T21/1673