

**Clipsal & MMEM Get Smart - Google Home Mini
Promotion**

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 1/06/2019 and closes 11:59pm AEST on 21/07/2019 (**Promotion Period**).

Eligibility to Enter

4) Entry is open to MMEM and D&W Western Australia customers (**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 the Gift, Eligible Customers must, during the Promotional Period, spend a total of \$350 or more (including GST) on any selection of the Clipsal or Schneider Electric product range through the MMEM or D&W Webstore (**Qualifying Spend**), to receive a Google Home Mini Smart Speaker (Gift). If the purchase originated from Clipsal iCat App or Clipsal.com and checked out via MMEM or D&W webstore, eligible customers will receive a \$25 iTunes gift card (Second Gift).

6) Only orders that are invoiced will be eligible for the purpose of this promotion. Orders must be placed and invoiced during the Promotional Period. The total Qualifying Spend needs to be made in one single transaction.

7) Every Eligible Customer that successfully makes a Qualifying Spend during the Promotional Period will be awarded the Gift. If the purchase originated from Clipsal iCat App or Clipsal.com (through the MMEM or D&W Web store), eligible customers will the Second Gift.

8) The Promoter is not responsible for any late entries.

9) The time of entry will be deemed to be the time the entry is received by the Promoter.

10) 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 Gift

11) The gift available for redemption in this promotion is a Google Home Mini Smart Speaker to the value of \$49 ("**Gift**"). The second gift is a \$25 iTunes Gift Card ("**Second Gift**").

12) Only one (1) Gift is permitted per Eligible Business.

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

14) Gifts will be invoiced out with the goods from the Qualifying Spend order.

Limitation of liability and variation of terms

15) 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.

16) 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.

17) 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

18) 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.

19) Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion.

Entry details and privacy

20) 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

21) 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

22) 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 employer of 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.