

Clipsal National Promotion 2019

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. Any entry which does not comply with these Terms and Conditions is invalid.
3. The Promoter is Schneider Electric (Australia) Pty Limited (ABN 42 004 969 304) of 78 Waterloo Road, Macquarie Park NSW 2113, telephone: 137 328.
4. Entry is only open to Australian businesses with a valid ABN (each an “**Eligible Business**”).
5. 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.
6. The promotion commences on Monday 07/10/2019 and concludes at 11:59pm AEDT on Sunday 15/12/2019 (“**Promotional Period**”). All times referred to herein are AEDT, as applicable in NSW.
7. To be eligible to enter, an authorised representative on behalf of an Eligible Business, must spend the following during the Promotional Period (collectively referred to as a “**Qualifying Transaction**”):
 - Spend \$400 - \$599 (inclusive of GST) on Eligible Clipsal Schneider products (as defined below) in a single transaction to be eligible to receive one (1) entry into the draw;
 - Spend \$600 - \$799 (inclusive of GST) on Eligible Clipsal Schneider products (as defined below) in a single transaction to be eligible to receive two (2) entries into the draw; or
 - Spend \$800 (inclusive of GST) or more on Eligible Clipsal Schneider products (as defined below) in a single transaction to be eligible to receive three (3) entries into the draw.

A full list of “**Eligible Clipsal Schneider**” products can be found at www.Clipsal.com/Driveaway. The Qualifying Transaction can be made at any participating retailer, see www.Clipsal.com/Driveaway for a full list of participating retailers.

8. Upon making their Qualifying Transaction, a staff member at the participating retailer will then enter the Eligible Business into the draw. The Eligible Business will be entered into the draw in accordance with the number of entries applicable to their Qualifying Transaction. The Eligible Business will be required to provide their contact details (including but not limited to the authorised representative’s full name, telephone number, email address and ABN for the Eligible Business) to the staff member for the purposes of their entry.
9. Eligible Businesses may enter as many times as they like provided that each entry is associated with a separate Qualifying Transaction.
10. 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.
11. 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 store of purchase, the purchase amount and that the purchase was made during the Promotional Period but prior to entry.

12. 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.
13. Incomplete or indecipherable entries will be deemed invalid.
14. 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.
15. There will be one (1) draw conducted for the entries received each week (i.e. Monday to Sunday) of the Promotional Period, for a total of ten (10) draws (each a "**Weekly Draw**") and there will be one (1) draw conducted for all entries received during the Promotional Period ("**Major Draw**"). Entries into each Weekly Draw will open at 12am and close at 11.59pm each week based on NSW local time. Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draw(s), however, all entries (including the Weekly Draw winners) will be entered into the Major Draw.
16. All draws will take place at DrawMyComp, Suite 46, 26-32 Pirrama Road, Pyrmont NSW 2009 at 12noon on the dates specified in the table below. The Major Draw will take place in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winning Eligible Businesses will be notified in writing within two (2) business days of the applicable draw and their names published online at www.Clipsal.com/Driveaway from 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 31/01/2020.

Draw	Draw Date	Publication Date
Weekly Draw 1	18/11/2019	03/12/2019
Weekly Draw 2	25/11/2019	03/12/2019
Weekly Draw 3	02/12/2019	03/12/2019
Weekly Draw 4	09/12/2019	23/12/2019
Weekly Draw 5	16/12/2019	23/12/2019
Weekly Draw 6	23/12/2019	23/12/2019
Weekly Draw 7	30/12/2019	14/01/2020
Weekly Draw 8	06/01/2020	14/01/2020
Weekly Draw 9	13/01/2020	14/01/2020
Weekly Draw 10	20/01/2020	31/01/2020
Major Draw	28/01/2020	31/01/2020

17. The Promoter's decision is final and no correspondence will be entered into.
18. The first valid entry drawn in the Major Draw will win the Major Prize of a 2019 red Toyota Hilux Rugged with automatic transmission. Total prize value is up to \$65,590.00 (including GST) including registration, compulsory third-party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner (or Prize Recipient) must collect the prize from their nearest authorised Toyota dealership.
19. If the Major Prize winner (or Prize Recipient) is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner (or Prize Recipient) may assign the car to another person (who consents to such assignment) with legal capacity for the purpose

of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner (or Prize Recipient) must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner (or Prize Recipient) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

20. The first two (2) valid entries drawn in each Weekly Draw will each win a Samsung Series 7 65" 4K TV valued at \$1,903.20. The next five (5) valid entries drawn in each Weekly Draw will each win a Sony PlayStation 4 500GB game console valued at \$517.20.
21. 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 18 years or over) of the Eligible Business (the "**Prize Recipient**"). The owner must notify the Promoter of that transfer (in writing) and must not issue the prize to the Prize Recipient without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion. The Prize Recipient agrees to abide by these Terms and Conditions as a condition of accepting a prize.
22. 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.
23. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Total prize pool value is up to \$129,514.00. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Prize values are correct at the time of printing but no responsibility is accepted for any variation in the value of any prizes.
25. Prizes will only be delivered in Australia and winners should allow 28 days from the applicable draw date for delivery of their prize.
26. A draw for any unclaimed prizes may take place on 28/04/2020 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/Driveaway from 01/05/2020. In the event a winner is from SA, their name will also be published in The Advertiser on 01/05/2020.
27. 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.
28. 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.
29. 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.
30. 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.

31. 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.
32. As a condition of accepting the Major Prize, the winner (or Prize Recipient) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
33. 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. LTPS/19/37727 ACT Permit No. TP19/04124 SA Permit No. T19/1478