# Clipsal x Burbank Consumer Promotion Terms and Conditions

Promoter	Schneider Electric (Australia) Pty Limited (ABN 42 004 969 304), 2 Banfield Road, Macquarie Park NSW 2113.				
Competition Period	12.01am (AEDT) on 12/02/2023 – 11.59pm (AEST) on 28/04/2023.				
Who can enter?	Only ACT, NSW, SA, QLD and VIC residents who are aged 18 or over.				
Who can't enter?	Directors, officers, management and employees (and their immediate families) of:				
	(a) the Promoter; and				
	(b)	the agencies, companion competition.	es or participating premises associated with this		
Where will the competition run?	The competition will run in participating Burbank Edge Selection Studios and Burbank Display Homes in ACT, NSW, SA, QLD and VIC ( <b>Stores</b> ).				
Qualifying	Any of the following product bundles:				
Purchase	Product Bundle		Inclusions		
	1.	Design Bundle	2 x Iconic Double Power Point with USB A+C Charge;		
			3 x Iconic Styl Cover Plates (Power Point & Standard Switches only, Styl & Essence colour range); and		
			1 x Iconic Double Power Point with USB Type C Fast Charge.		
	2.	Outdoor Bundle	3 x Iconic Double Power Point with USB A+C Charge;		
			2 x Iconic Outdoor Double Power Point; and		
			1 x Iconic Double Power Point with USB Type C Fast Charge.		
	3.	Comfort Bundle	1 x Wiser Smart Home Hub with Stand;		
			3 x Wiser 2A Connected Switch;		
			3 x Wiser Connected Dimmer; and		
			1 x Wiser Outdoor Camera.		
	4.	Lifestyle Bundle	1 x Wiser Smart Home Hub & Stand;		
			4 x Wiser 2A Connected Switch;		
			5 x Iconic Wiser Dimmer with Iconic wall plate;		
			3 x Wiser Blind Modules with Wall Switch;		
			2 x Connected Double Power Point; and		
			1 x Wiser Outdoor Camera.		
Entry	Togeter	the draw your result district	ng the Competition Povind		
Entry instructions	To enter the draw, you must, during the Competition Period:				
	(a) make a Qualifying Purchase from a Store; and				
	(b) at the time of purchase agree to these competition terms and conditions for the Promoter to enter your details into the draw.				
	Upon making a Qualifying Purchase and agreeing to these terms and conditions, you will also qualify to receive a gift (while stocks last) corresponding to the product bundle type you purchased. Max 1 gift per person. See 'Gift details' section below for gift details.				

Once you have made a Qualifying Purchase, you will have 48 hours (provided it is also within the Competition Period) to amend your Qualifying Purchase selection (which will also amend the gift type you would be eligible for).

If you purchase multiple bundle products during the Competition Period you will receive multiple entries into the draw equal to the number of purchases made (for example, if you purchase 1x Lifestyle Bundle and 3x Outdoor Bundles, you will receive 4 entries into the draw). However, you you will only receive 1 gift (subject to stocks remaining) which will be based on the highest value product bundle purchased. For example, if you purchase 1x Lifestyle Bundle and 3x Outdoor Bundles, you will only receive 1 gift which will be based on the Lifestyle Bundle.

#### Gift details

The following gifts are available, while stocks remain:

Qualifying Purchase (product bundle)	Gift	Number of gifts available
Design Bundle	\$100 Digital Vault Pays-enabled Prepaid Mastercard®	50
Outdoor Bundle	\$250 Vault Pays-enabled Prepaid Mastercard® Voucher	50
Comfort Bundle	\$500 Vault Pays-enabled Prepaid Mastercard®	50
Lifestyle Bundle	\$1,000 Vault Pays-enabled Prepaid Mastercard®	25

Gifts will be allocated in accordance with the applicable Qualifying Purchase made (for example, your gift will be a \$500 Digital Vault Pays-enabled Prepaid Mastercard® if you purchase the Comfort Bundle), and gifts are allocated on a first-in basis (based on the sales data provided to the Promoter by the Stores).

If you purchase multiple bundle products, you will only receive 1 gift (subject to stocks remaining) which will be based on the highest value product bundle purchased. For the avoidance of doubt, you will not receive 2 gifts if you purchase 2 product bundles.

Successful gift recipients should allow up to 4 weeks from date of making their Qualifying Purchase for delivery of gift.

Any ancillary costs associated with redeeming a Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See <a href="www.vaultps.com.au/terms">www.vaultps.com.au/terms</a> for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

#### How many major prize winners will there be and how will they be chosen?

There will be 1 major prize winner determined in respect of this competition.

There will be 1 draw conducted.

The draw will be held at 2pm (AEST) on 08/05/2023 at Gadens, Level 13, 447 Collins Street, Melbourne Vic 3000.

The first valid entry drawn randomly from the entries received during the Competition Period will win the major prize.

The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (**Reserve Entrants**).

### What can I win?

There is 1 major prize available.

The major prize is a \$5,000 Luxury Escapes Voucher.

Any ancillary costs associated with redeeming the Luxury Escapes Voucher are not included. Redemption of the Luxury Escapes Voucher is subject to the terms and

	Loop distance accepted with the Loop of Vershaulanted			
	conditions associated with the Luxury Escapes Voucher located at <a href="https://www.luxuryescapes.com/au/giftcards-terms">www.luxuryescapes.com/au/giftcards-terms</a> .			
Total prize pool	The total gift pool is \$67,500.			
	The total prize pool is \$5,000.			
How many times can I enter?	You can only enter the draw once per Qualifying Purchase.			
How and when will the winner/s be informed?	The major winner will be notified by phone and in writing by email within two business days of determination and will have their name and postcode of residence published at <a href="https://www.burbank.com.au/blog/what-you-need-to-consider-for-your-new-home-electrical-plans">https://www.burbank.com.au/blog/what-you-need-to-consider-for-your-new-home-electrical-plans</a> on 12/05/2023 for a period of 28 days.			
	Gifts: The digital Vault Pays-enabled Prepaid Mastercard/s will be sent by SMS (to the mobile phone number specified on the entry form). You then need to activate the card using the Vault app – activation code will be provided in SMS. Once activated, the card can be added to your phone's digital wallet (e.g. Apple Pay or Samsung Pay) and can be used for purchasing goods and services where the card is accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The card cannot be used as a credit card and cannot be linked to any deposit account.			
Unclaimed prize/s	Major prize claim date: 5pm (AEST) on 12/06/2023.			
prize/s	<b>Unclaimed major prize determination:</b> 2pm (AEST) on 13/06/2023 at the same location as the original draw.			
	If the major prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the major prize winner (or the major prize winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date and time as specified above. Any winner will be informed by phone and in writing by email within two business days of determination and will also have their name and state/territory of residence published at <a href="https://www.burbank.com.au/blog/what-you-need-to-consider-for-your-new-home-electrical-plans">https://www.burbank.com.au/blog/what-you-need-to-consider-for-your-new-home-electrical-plans</a> on 19/06/2023 for a period of 28 days.			
Collection and use of your personal	If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your names and images in any promotional or advertising activity.			
information	The Promoter may collect your personal information directly or through the Promoter's agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data.			
	By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.			
	The Promoter's Privacy Policy (see <a href="https://www.se.com/au/en/about-us/legal/privacy-policy.jsp">www.se.com/au/en/about-us/legal/privacy-policy.jsp</a> ) includes information about:			
	(a) how to seek access to the personal information the promoter holds about you and seek correction of the information; and			
	(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint			
	If you have marked the "opt-in" box on the entry form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the third party includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with			

	the Spam Regulations 2021 (Cth). You should contact the relevant third party/ies for their privacy policy/ies.
Permit numbers	Authorised under:
	ACT Permit No. TP23/00155

These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

#### **Entry**

Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### **Prizes**

- Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity period/s.
- Any ancillary costs associated with redeeming the digital Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited and you will not be given notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet.
- The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

#### General

- Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 8 You must not:
  - tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter

is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 12 If publication will take place, by entering, you request that your full address not be published.
- If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## Liability

- Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.