

**CLIPSAL TRADE 'MERCHANDISE GIVEAWAY' PROMOTION
NOVEMBER 2023
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions.
2. Any entry which does not comply with these Terms and Conditions is invalid.
3. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Entry is only open to Australian residents aged 18 years or over.
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. Entries into the promotion open on Wednesday 1 November 2023 at 6:00am AEDT and close on Thursday 30 November 2023 at 11:59pm AEST ("**Promotional Period**").
7. To enter, individuals must complete the following steps during the Promotional Period:
 - Locate a post related to this promotion on either Facebook or Instagram, or visit clipsal.com, or access the form via a link in an email;
 - Input the requested details including full name, email address, phone number, should the entrant be drawn as the winner;
 - Select the Opt-in button to subscribe to receive promotional newsletters from Clipsal and Schneider Electric via email. The status of the email address must remain 'subscribed' at the time of the prize draw; and
 - Submit the fully completed subscription/entry form.
8. Only one (1) entry is permitted per email address and no form of automated entry will be accepted.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The winner will be selected via electronic draw. The draw will take place at 32 Kings Ln, Darlinghurst NSW 2010 on Friday 8 December 2023 at 12pm AEST.

13. The winners will be notified by telephone and in writing within two (2) business days and if the winners are an ACT or SA resident, their names will be published online on clipsal.com on Tuesday 12 December 2023. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
14. The Promoter's decision is final and no correspondence will be entered into.
15. There will be 30 individual winners. Each winner will receive a merch pack made up of a Clipsal-branded t-shirt, a Clipsal-branded hoodie and a Clipsal-branded screwdriver.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If any prize (or an element of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that element of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value of the promotion is \$2697.00.
19. The prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. The Promoter makes no representation or warranty about the fitness for purpose or merchantable quality of the Prize.
21. A draw for the prize, if unclaimed, may take place on Friday 19 January 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing within two (2) business days of the draw and if the winner is an ACT or SA resident, their name will be published online at clipsal.com on Tuesday 23 January 2024.
22. Entrants consent to the Promoter using their first name and state in the event they are a winner on Facebook and Instagram 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.
23. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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.

26. 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 or entrant; or (f) use / taking of the prize.
27. 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/data-privacy.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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
28. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by laws
29. The Promoter is Schneider Electric (Australia) Pty Ltd (ABN 42 004 969 304) of 2 Banfield Rd, Macquarie Park NSW 2113, telephone 1300 369 233 ("Promoter").