

## **“CLIPSAL OUTDOOR” 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 1<sup>st</sup> cousin.
5. The promotion commences on 02/05/2022 and concludes at 11:59pm AEST on 26/06/2022 (**“Promotional Period”**).
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 Outdoor product/s (**“Eligible Clipsal Products”**) at an Electrical Wholesaler during the Promotional Period (**“Qualifying Transaction”**). A full list of **“Eligible Clipsal”** products are listed in Annexure A below. 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/outdoor](http://www.clipsal.com/outdoor) and follow the prompts to the competition entry page;
  - The authorised representative must then 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 Weekly Draw. If the Eligible Business is a Club Clipsal Member they will be awarded one (1) bonus entry into relevant Weekly 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 week of the Promotional Period, for a total of eight (8) weekly draws ("**Weekly Draws**") and one (1) draw conducted for all entries received during the Promotional Period ("**Major Draw**"). The Major Draw will be conducted in the presence of a scrutineer. Subject to the starting and closing time of the Promotional Period, entries into each Weekly Draw will open at 12am and close at 11.59pm on the dates outlined in the table below. All draws will take place at Handling Matters, Unit 40, 1-5 Thew Parade, CROMER NSW 2099 at 1:30pm AEST 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 Weekly Draw will NOT be entered into any subsequent Weekly draws but will be entered into the Major 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/outdoor](http://www.clipsal.com/outdoor) on the dates outlined in the table below.

Draws	Entries Open	Entries Close	Draw Date	Publication Date
Weekly Draw 1	02/05/2022	08/05/2022	11/05/2022	16/05/2022
Weekly Draw 2	09/05/2022	15/05/2022	18/05/2022	23/05/2022
Weekly Draw 3	16/05/2022	22/05/2022	25/05/2022	30/05/2022
Weekly Draw 4	23/05/2022	29/05/2022	01/06/2022	06/06/2022
Weekly Draw 5	30/05/2022	05/06/2022	08/06/2022	14/06/2022
Weekly Draw 6	06/06/2022	12/06/2022	15/06/2022	20/06/2022
Weekly Draw 7	13/06/2022	19/06/2022	22/06/2022	27/06/2022
Weekly Draw 8	20/06/2022	26/06/2022	29/06/2022	04/07/2022
Major Draw	02/05/2022	26/06/2022	29/06/2022	04/07/2022

15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn in each Weekly Draw will each win \$5,000 awarded in the form of an electronic funds transfer to the winning Eligible Business.
17. The first valid entry drawn in the Major Draw will win \$60,000 towards a backyard makeover with \$56,000 awarded in the form of an electronic funds transfer to the winning Eligible Business and a \$4,000 credit to be used towards the winner's choice of Clipsal & Schneider Electric Products. The business owner can choose to makeover their own backyard or nominate the makeover to another individual employed by the business ("Prize Taker"). The Prize Taker acknowledges that by accepting the prize they will enter into an agreement with the Promoter

whereby they consent to the Promoter taking photos of the Prize Taker's existing backyard as well as photos of the updated backyard after their makeover has been completed. Photos taken will be for the Promoter to use for future promotional and marketing purposes. Clipsal & Schneider Electric Products awarded as part of the prize are subject to availability. Any unused balance of the \$4,000 credit will not be awarded as cash. The winner/Prize Taker will be responsible for any costs exceeding the \$4,000 credit.

18. If for any reason a winner or Prize Recipient does not take a prize (or part of the prize) by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited.
19. Total prize pool value is \$100,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable.
20. A draw for any unclaimed prizes may take place on 29/07/2022 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/outdoor](http://www.clipsal.com/outdoor) on 05/08/2022.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

26. 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 Authority No. TP/01417. ACT Permit No. TP22/00251. SA Permit No. T22/169**

## **ANNEXURE A**

### **ICONIC OUTDOOR PROMOTION PRODUCT LIST**

#### Iconic Outdoor

O3015-XW	Iconic Outdoor Single Switched Socket IP54
O3015-BK	Iconic Outdoor Single Switched Socket IP54
O3025-XW	Iconic Outdoor Twin Switched Socket IP54
O3025-BK	Iconic Outdoor Twin Switched Socket IP54
O3041HA-XW	Iconic Outdoor Single Switch IP56
O3041HA-BK	Iconic Outdoor Single Switch IP56
O3015T-XW	Iconic Outdoor Single Switched Socket with Timer IP54
O3015T-BK	Iconic Outdoor Single Switched Socket with Timer IP54
O3000CE-20	Iconic Outdoor Conduit Entry 20mm
O3000CE-25	Iconic Outdoor Conduit Entry 25mm
O3000CE-20-BK	Iconic Outdoor Conduit Entry 20mm
O3000CE-25-BK	Iconic Outdoor Conduit Entry 25mm

#### Sensor

750WPR5-BK	INFRASCAN Outdoor Sensor 3 Wire, 5 <sup>th</sup> Gen, IP66, 10A - Black
750WPR5-GY	INFRASCAN Outdoor Sensor 3 Wire, 5 <sup>th</sup> Gen, IP66, 10A - Grey
750WPR-GY	INFRASCAN Outdoor Sensor 3 Wire, IP66, 10A - Grey

#### Lighting

TPDL1C2	Downlight LED, 750 lm, CCT 3K/4K/6K – _White Trim
TPFLS50LED	Floodlight LED, 50W, 4000K, IP65 – _Black Body
TPFLS10LED	Floodlight LED, 10W, 4000K, IP65 – _Black Body

TPFLS20LED	Floodlight LED, 20W, 4000K, IP65 – _Black Body
TPFLS100LED	Floodlight LED, 100W, 4000K, IP65 – _Black Body
TPFLS20SENLED	Floodlight LED, 20W, 4000K, IP65 (with sensor) – _Black Body
Sweep Fans	
C4HS1300-WE	Ceiling Sweep Fan, Caloundra 4 Blade 1300mm - White
C4HS1300-AN	Ceiling Sweep Fan, Caloundra 4 Blade 1300mm - Anthracite
C4HS1300L-WE	Ceiling Sweep Fan, Caloundra 4 Blade 1300mm (with Light) - White
ZENFAN-ZB	Ceiling Sweep Fan, Zen 4 Blade, 1400mm - Black