

“CLIPSAL SCHNEIDER IN-BRANCH & EBRANCH JUNE” PROMOTION

TERMS AND CONDITIONS

1. Information on how to claim and the gifts form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Claims are open to businesses operating in Australia that are L&H, Auslec and EWS credit account holders (each an **“Eligible Business”**), 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.
3. The promoter is L&H Group of 142 Dorcas Street, South Melbourne VIC 3205 ABN 19 730 781 473, telephone: 03 9697 1556 (**“Promoter”**).
4. Promotion commences on 01/06/2018 and closes 11:59pm AEST on 30/06/2018 (**“Promotional Period”**).
5. In all instances, gifts will be awarded to the manager or owner of the successful Eligible Business who may, in his/her absolute discretion, allocate the gift to any employee (aged 18 years or over) of that Eligible Business (the **“Gift Recipient”**).
6. There is a strict limit of one (1) gift per Eligible Business. An Eligible Business will not be able to receive more than one (1) gift as part of this promotion. If an Eligible Business qualifies for more than one (1) gift as part of this promotion, they will receive the gift of the highest value only.
7. There are three (3) types of gifts available for redemption in accordance with clauses 8, 9 and 10, being: (a) **“Gift 1”**: one (1) Clipsal & Schneider Electric and Auslec/L&H branded vest valued at RRP \$60; or (b) **“Gift 2”**: one (1) Clipsal & Schneider Electric and Auslec/L&H branded vest valued at RRP \$60 and the choice of either a GoPro Hero6 Black Waterproof 4K Video Action Camera with QuikStories valued at RRP \$599 OR Apple Watch Series 3 42mm Space Grey Aluminium Case GPS + Cellular valued at RRO \$599); or (c) **“Gift 3”**: one (1) Clipsal & Schneider Electric and Auslec/L&H branded vest valued at RRP \$60 and the choice of either: (i) a GoPro Hero6 Black Waterproof 4K Video Action Camera with QuikStories valued at RRP \$599 and an Apple Watch Series 3 42mm Space Grey Aluminium Case GPS + Cellular valued at RRO \$599; OR (ii) two (2) GoPro Hero6 Black Waterproof 4K Video Action Cameras with QuikStories valued at RRP \$599ea; OR (iii) two (2) Apple Watches, Series 3 42mm Space Grey Aluminium Case GPS + Cellular valued at RRP \$599ea.
8. To be eligible for Gift 1, Eligible Businesses must, during the Promotional Period, spend a total of \$2,000 or more (excluding GST) on Clipsal and

Schneider Electric products, in-store at any Auslec/L&H and EWS branch nationally or online, via the L&H eBranch Application or at <https://www.ebranch.online>, via their L&H/Auslec/EWS account (**“Gift 1 Qualifying Spend”**). Gift 1 Qualifying Spend does not need to be made in a single transaction, and can be made up over a number of transactions during the Promotional Period.

9. To be eligible for Gift 2, Eligible Businesses must, during the Promotional Period spend a total of \$7,500 or more (excluding GST) on Clipsal and Schneider Electric products, online, either via the L&H eBranch Application or at <https://www.ebranch.online>, via their L&H/Auslec/EWS account (**“Gift 2 Qualifying Spend”**). The Gift 2 Qualifying Spend does not need to be made in a single transaction, and can be made up over a number of transactions during the Promotional Period. For the avoidance of doubt, the entire Gift 2 Qualifying Spend must be made online, either via the L&H eBranch Application or at <https://www.ebranch.online>.
10. To be eligible for Gift 3, Eligible Businesses must, during the Promotional Period spend a total of \$15,000 or more (excluding GST) on Clipsal and Schneider Electric products, online, either via the L&H eBranch Application or at <https://www.ebranch.online>, via their L&H/Auslec/EWS account (**“Gift 3 Qualifying Spend”**). The Gift 3 Qualifying Spend does not need to be made in a single transaction, and can be made up over a number of transactions during the Promotional Period. For the avoidance of doubt, the entire Gift 3 Qualifying Spend must be made online, either via the L&H eBranch Application or at <https://www.ebranch.online>.
11. For clarity, only orders that are placed and invoiced during the Promotional Period will be eligible for the purpose of this promotion.
12. Subject to clause 6, every Eligible Business that successfully makes a Gift 1 Qualifying Spend during the Promotional Period will be awarded Gift 1.
13. Subject to clause 6, every Eligible Business that successfully makes a Gift 2 Qualifying Spend during the Promotional Period will be awarded Gift 2.
14. Subject to clause 6, every Eligible Business that successfully makes a Gift 3 Qualifying Spend during the Promotional Period will be awarded Gift 3.
15. Once an Eligible Business spends a total of \$2,000 or more (excluding GST) on Clipsal and Schneider Electric products, in accordance with clause 8, 9 or 10, they will be notified that they have qualified for a Clipsal & Schneider Electric and Auslec/L&H branded vest valued at RRP \$60 (as this item is included in each Gift available to be won as part of this promotion). The Eligible Business must then follow the instructions in the notification email to claim the Clipsal & Schneider Electric and Auslec/L&H branded vest, by completing an online entry form and specifying if they wish for the Clipsal & Schneider Electric and Auslec/L&H branded vest to be embroidered, by no later than 11.59pm AEST on 30/07/2018. Embroidery is subject to a size limitation and usual production processes, and must not contain any inappropriate or offensive content and

must not breach the rights, including intellectual property, publicity and privacy rights, of any third party. If submitting any content owned by a third party for embroidery purposes, Eligible Businesses must have consent of such a third party before doing so (and provide proof of such consent on request). Each embroidery request is subject to approval by the Promoter. Gifts will be available for collection from Auslec/L&H/EWS branches nationally after four (4) weeks of online form submission if no embroidery is selected, or six (6) weeks if embroidery is selected. For clarity, gifts will be available from the Auslec/L&H/EWS branch in which the Eligible Business holds an account or at an alternate Auslec/L&H/EWS branch if arranged prior with the Eligible Business and the Promoter, and subject to the approval of the Promoter in its absolute discretion. In the event that an Eligible Business qualifies for Gift 2 or Gift 3, they will be required to collect the remainder of the relevant gift from their local Auslec/L&H/EWS branch after the Promotional Period has concluded.

16. Entrants must retain their purchase receipt(s)/invoice(s) for all eligible transactions made as part of this promotion, as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's transactions and forfeiture of any right to a gift. Purchase receipt(s)/invoice(s) must clearly specify the method of purchase, items purchased and that the purchase was made during the Promotional Period.

General

17. Eligible Businesses must be within the Promoter's trading terms throughout the Promotional Period and must not have overdue monies owing as at the relevant close date in order to be eligible to claim any gift.
18. The Promoter will advise Eligible Business by email if they have successfully qualified for a gift and if so, which gift they will receive (and will liaise with the Eligible Business as to which option they wish to receive, in the case of gifts where more than one option is available).
19. 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.
20. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion. In the event an Eligible Business returns any Clipsal or Schneider products (that contributed to a Qualifying Spend and subsequent gift being awarded) within 3 months of the close date (being 30/09/2018) for any

reason other than warranty purposes, the Eligible Business may be required to return the relevant gift to the Promoter in its absolute discretion.

21. The Promoter's decision is final and no correspondence will be entered into.
22. If for any reason a Gift Recipient does not take a gift at the time stipulated by the Promoter, then the gift will be forfeited and will not be redeemable for cash.
23. If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification.
24. Gifts are not transferable or exchangeable and cannot be taken as cash.
25. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a gift.
26. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Any cost associated with accessing the eBranch Application or the website is the Eligible Business' responsibility and is dependent on the Internet service provider used.
28. 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.
29. 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 claim or gift 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 gift

value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Business or Gift Recipient; or (f) use/taking of a gift.

30. All personal information is held and used by the Promoter in accordance with its Privacy Policy. A copy of the Promoter's Privacy Policy may be obtained by contacting the Promoter