

## “CLIPSAL/SCHNEIDER NOV/DEC 2018” 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, EWS or Auslec 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 1<sup>st</sup> 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 19/11/2018 and closes 11:59pm AEDST on 14/12/2018 (“**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 one (1) type of gift available, being a Nintendo Classic Mini valued at \$120. There are two (2) quantities of the gift available for redemption in accordance with clauses 7 and 8, being: (a) one (1) Nintendo Classic Mini (“**Gift 1**”); or (b) two (2) Nintendo Classic Minis (“**Gift 2**”). Only one (1) claim is permitted per Eligible Business.
7. To be eligible for Gift 1, Eligible Businesses must, during the Promotional Period, spend a total of \$1,500 or more (excluding GST) on any Clipsal or Schneider Electric products in-store at any Auslec, L&H or EWS branch or online via the L&H eBranch Application or <https://www.lhgnow.com.au/>, via their L&H, EWS or Auslec account (“**Gift 1 Qualifying Spend**”). For clarity, only orders that are invoiced will be eligible for the purposes of this promotion. Orders must be placed and invoiced during the Promotional Period. Gift 1 Qualifying Spend must be made in a single transaction on one (1) invoice.
8. To be eligible for Gift 2, Eligible Businesses must, during the Promotional Period, spend a total of \$1,500 or more (excluding GST) on any ICONIC Range Clipsal or Schneider Electric products, in-store at any Auslec, L&H or EWS branch or online via the L&H eBranch Application or <https://www.lhgnow.com.au/>, via their L&H, EWS or Auslec account (“**Gift 2 Qualifying Spend**”). For clarity, only orders that are invoiced will be eligible for the purposes of this promotion. Orders must be placed and invoiced during the Promotional Period. Gift 2 Qualifying Spend must be made in a single transaction on one (1) invoice.
9. Every Eligible Business that successfully makes a Gift 1 Qualifying Spend during the Promotional Period will be awarded Gift 1.
10. Every Eligible Business that successfully makes a Gift 2 Qualifying Spend during the Promotional Period will be awarded Gift 2.
11. An Eligible Business can only claim either Gift 1 or Gift 2, and cannot claim both. An Eligible Business that meets the Qualifying Spend requirement for both Gift 1 and Gift 2, will only receive Gift 2 unless it specifically requests Gift 1, in which case Gift 2 is forfeited.

#### **General**

12. 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.

13. The Promoter will advise Eligible Business by email if they have successfully qualified for a gift and if so, which gift they will receive.
14. 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.
15. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion. In the event an Eligible Business returns any Eligible Products (that contributed to a Qualifying Spend and subsequent gift being awarded) 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.
16. The Promoter's decision is final and no correspondence will be entered into.
17. 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.
18. If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Gifts are not transferable or exchangeable and cannot be taken as cash.
20. As a condition of accepting a gift, the owners of Eligible Businesses and Gift Recipients consent to the Promoter using the Eligible Businesses' details and the Gift Recipient's name, likeness, image and/or voice (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.
21. 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.
22. 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.
23. 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.
24. 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 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.

25. 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.