

**“BUCKET LIST ISLAND 2019” 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. Entry is open to businesses operating in Australia that are L&H Group credit account holders (each an “Eligible Business”). Entry excludes 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 1561 (“Promoter”).
4. Promotion commences on 01/01/2019 and closes 11:59pm AEDST on 30/06/2019 (“Promotional Period”).
5. In all instances, prizes will be awarded to the manager or owner of the respective winning Eligible Business who may, in his/her absolute discretion, allocate the prize to any employee (aged 18 years or over) of that Eligible Business (the “Prize Recipient”). Prize Recipients agree to abide by these Terms and Conditions as a condition of accepting a prize. Only one (1) prize is permitted per Eligible Business, as outlined in clause 17.
6. In all instances, as outlined below under the heading for each relevant offer and promotion, a spend must be made on Clipsal or Schneider products, either in branch (at any Lawrence & Hanson, Auslec or EWS ), via the L&H eBranch Application or online at <https://www.lhgnow.com.au/>, via the Eligible Businesses L&H/Auslec account (“**Spend**”). For clarity, only orders that are ordered and invoiced during the Promotional Period will be eligible for the purpose of this promotion, no exceptions permitted. Each qualifying Spend does not need to be made in a single transaction, but can be made up over a number of transactions during the Promotional Period (unless otherwise advised).
7. There are four (4) components in this promotion, as follows:
  - A Penang draw (“**Penang Draw**”);
  - A Penang guaranteed offer (“**Penang Spend & Get**”);
  - A Portugal trip guaranteed offer (“**Portugal Spend & Get**”); and
  - A Vancouver trip guaranteed offer (“**Vancouver Spend & Get**”).

## Penang Draw

8. To be eligible to receive an automatic entry into the Penang Draw component, Eligible Business must, during the Promotional Period, Spend between \$10,000 and \$69,999 excluding GST ("**Penang Draw Qualifying Spend**"). Eligible Businesses will receive one (1) entry for every \$10,000 (excl. GST) increment of the Penang Draw Qualifying Spend. For example, if an Eligible Business spends \$50,000 (excl. GST), they will receive five (5) entries into the draw. The draws will take place at 12:00pm (noon) AEST on 03/07/2019 at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250.
9. Entries will be divided into State Groups as follows: NSW/ACT, VIC/TAS, SA/NT, QLD, and WA. There will be one (1) draw conducted for each State Group, for a total of five (5) draws. Subject to clause 17, the first valid entry drawn in each draw, will win a trip for two (2) adults to Penang valued at up to AUD\$8,000 depending on point of departure. Each prize includes:
- A return economy airfare from the Prize Recipient's nearest Australian capital city to Penang, Malaysia;
  - Minimum four (4) nights and maximum of five (5) nights twin share 4.5 star accommodation in Penang (with exact number of nights and hotel determined by the Promoter);
  - Welcome drinks and dinner upon arrival;
  - Return airport to hotel transfers in Penang; and
  - A Penang tour, to be determined by the Promoter in its absolute discretion.

Prize must be taken from 04/09/19 with exact travel dates determined by the Promoter in its absolute discretion. The Promoter will confirm the exact travel dates at the time of winner notification. Travel dates will not be negotiable and are subject to booking and flight availability. Subject to availability, Prize Recipients will have the opportunity to upgrade the trip to include children at their own cost. The Promoter recommends Prize Recipients obtain travel insurance.

## Penang Spend and Get

10. To receive the prize available for redemption in the Penang Spend and Get component, Eligible Business must, during the Promotional Period, Spend at least \$70,000 excluding GST ("**Penang Spend & Get Qualifying Spend**").
11. Subject to clause 17, every Eligible Business that achieves the Penang Spend & Get Qualifying Spend during the Promotional Period will be awarded a trip for two (2) adults to Penang valued at up to AUD\$8,000 depending on point of departure. Each prize is for two (2) adults and includes:
- A return economy airfare from the Prize Recipient's nearest Australian capital city to Penang, Malaysia;

- Minimum four (4) night and maximum of five (5) nights twin share 4.5 star accommodation in Penang (with exact number of nights and hotel determined by the Promoter);
- Welcome drinks;
- Return airport to hotel transfers in Penang; and
- A Penang tour, to be determined by the Promoter in its absolute discretion.

Prize must be taken from 04/09/19 with exact travel dates determined by the Promoter in its absolute discretion. The Promoter will confirm the exact travel dates at the time of winner notification. Travel dates will not be negotiable and are subject to booking and flight availability. Subject to availability, Prize Recipients will have the opportunity to upgrade the trip to include children at their own cost. The Promoter recommends Prize Recipients obtain travel insurance.

### **Portugal Spend & Get**

12. To receive the prize available for redemption in the Portugal Spend & Get component, Eligible Business must, during the Promotional Period, Spend a minimum of \$175,000 excluding GST (**“Portugal Spend & Get Qualifying Spend”**).
13. Subject to clause 17, every Eligible Business that achieves the Portugal Spend & Get Qualifying Spend during the Promotional Period will be awarded a trip for two (2) adults to Portugal valued at up to AUD\$12,000. Each prize is for two (2) adults and includes:
  - Return economy airfares from the Prize Recipient’s nearest Australian capital city to Portugal;
  - Welcome drinks;
  - Minimum six (6) nights and maximum of eight (8) nights twin share 4.5 star accommodation in Portugal (with exact number of nights and hotel determined by the Promoter);
  - A group tour, to be determined by the Promoter in its absolute discretion; and
  - Return airport to hotel transfers in Portugal.

Prize must be taken in September or October 2019 with exact travel dates determined by the Promoter in its absolute discretion. The Promoter will confirm the exact travel dates at the time of winner qualification. Travel dates will not be negotiable and are subject to booking and flight availability. Subject to availability, Prize Recipients will have the opportunity to upgrade the trip to include children at their own cost. The Promoter recommends Prize Recipients obtain travel insurance.

### **Vancouver Spend & Get**

14. To receive the prize available for redemption in the Vancouver Spend & Get component, Eligible Business must, during the Promotional Period, Spend a

minimum of \$350,000 excluding GST (**“Vancouver Spend & Get Qualifying Spend”**).

15. Subject to clause 17, every Eligible Business that achieves the Vancouver Spend & Get Qualifying Spend during the Promotional Period will be awarded a trip for two (2) adults to Vancouver, Canada valued at up to AUD\$30,000. Each prize is for two (2) adults and includes:
  - Return economy airfares from the Prize Recipient’s nearest Australian capital city to Vancouver, Canada;
  - Welcome drinks;
  - Minimum (5) nights and maximum of seven (7) nights twin share 4 star accommodation in Vancouver (with exact number of nights and hotel to be determined by the Promoter);
  - A Rock Mountaineer tour, to be determined by the Promoter in its absolute discretion; and
  - Return airport to hotel transfers in Vancouver.
16. Prize must be taken from 01/09/19 with exact travel dates determined by the Promoter in its absolute discretion. The Promoter will confirm the exact travel dates at the time of qualifying notification. Travel dates will not be negotiable and are subject to booking and flight availability. Subject to availability, qualifying recipients will have the opportunity to upgrade the trip to include children at their own cost. The Promoter recommends qualifying recipients obtain travel insurance.

### **General**

17. Only one (1) prize is permitted per Eligible Business. For clarity, the Promoter will review the qualifying Spends made by each Eligible Business at the end of the Promotional Period and award one (1) prize according to the highest qualifying spend requirement achieved. For example, if an Eligible Business has a Spend of \$250,000 excluding GST, they will qualify for Portugal Spend and Get prize component only and they will not be entitled to entry into any draw for any other component of the promotion.
18. In all instances where a travel prize is awarded, spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Prize Recipient’s may be required to present their credit card at time of accommodation check in. The prize must be taken as is and the Promoter will not permit any changes to the prize including but not limited to airline up grades, changes in airline seats, dates or extensions to travel times and/or additional baggage.
19. Eligible Businesses must be within the Promoter’s trading terms throughout the Promotional Period and must not have overdue monies owing as at the close

date (or draw date in the case of the Penang Draw) in order to be eligible to claim any prize.

20. Winning Eligible Businesses will be notified within two (2) business days of successfully qualifying for a prize (or within two (2) business days of the draw date in the case of the Penang Draw).
21. For the purposes of the Penang Draw, the names of the drawn winning Eligible Businesses will be announced online at [www.lh.com.au](http://www.lh.com.au) commencing on 17/07/2019. In the event of any winning Eligible Businesses operating in SA (where their purchase was made in branch (at any Lawrence & Hanson, Auslec or EWS), their names will also be announced on a notice board within the same L&H Group branch as their winning purchase on 17/07/2019.
22. 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 Eligible Business 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.
23. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion. Orders cannot be returned within three (3) months of the end date of this promotion, unless due to warranty purposes such as a fault or recall is required on the product/s or as otherwise required by law.
24. The Promoter's decision is final and no correspondence will be entered into.
25. If for any reason a Prize Recipient does not take a prize (or a part of a prize) at the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited and will not be redeemable for cash or transferable to any family member or any person who is not an employee of an Eligible Business.
26. If any prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
28. 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 prize, subject to any written directions from a relevant regulatory authority.

29. Total prize pool awarded by way of chance (i.e. the total prize pool for the Penang Draw) is AUD\$40,000.
30. A draw for any unclaimed prizes from the Penang Draw will take place on 06/08/2019 at the same time and place as the original Penang Draw, subject to any directions from a regulatory authority. Winning Eligible Businesses (if any) will be notified within two (2) business days of the draw. The names of all winning Eligible Businesses will be announced online at [www.lh.com.au](http://www.lh.com.au) commencing on 20/08/2019. In the event of any winning Eligible Businesses operating in SA (where their purchase was made in branch at any Lawrence & Hanson, Auslec or EWS store), their names will also be announced on a notice board within the same L&H Group store as their winning purchase on 20/08/2019.
31. As a condition of accepting a prize, the owners of winning Eligible Businesses and Prize Recipients consent to the Promoter using the Eligible Businesses' details and the Prize 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.
32. 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.
33. 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.
34. 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.
35. 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 an Eligible Business or Prize Recipient; or (f) use/taking of a prize.

36. All entries become, at the time of entry, the property of the Promoter. The Promoter collects personal information to include the Eligible Business in the promotion and where appropriate award prizes. If the personal information requested is not provided, the Eligible Business cannot participate in the promotion. By participating in the promotion, authorised representatives also acknowledge that a further primary purpose for collection of the personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the authorised representatives in the future with information on special offers or provide the authorised representatives with marketing materials via any medium including mail, telephone and commercial electronic messages SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the authorised representatives with special offers in this way. By entering the promotion, authorised representatives agree that the Promoter may use their personal information in the manner set out in this condition. Authorised representatives also agree that the Promoter may publish or cause to be published the Eligible Business' name and locality (and their name) in any media as required under the relevant State or Territory lottery legislation. Authorised representatives can also gain access to, update or correct any personal information by contacting the Promoter at the address below. All personal information will be stored at the office of the Promoter at the address indicated in Clause 3 above. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected, including the complaint management procedures, may be obtained by contacting the Promoter.

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