

“CLIPSAL SCHNEIDER IN-BRANCH & EBRANCH APRIL” 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 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 Level 2, Chapel Street, Blackburn VIC 3130 ABN 19 730 781 473, telephone: 03 9697 1556 (“**Promoter**”).
4. Promotion commences on 01/04/2019 and closes at 11:59pm AEST on 30/04/2019 (“**Promotional Period**”).
5. In all instances, gifts will be awarded to the manager or owner of the 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 are two (2) types of gift available for redemption in accordance with clause 7 and 8, being: (a) the choice of either one (1) Dash Cam valued at RRP \$260 or one (1) Fit Bit Versa valued at RRP \$269 (“**Gift 1**”); or (b) the choice of either one (1) Dash Cam valued at RRP \$260 or one (1) Fit Bit Versa valued at RRP \$269 plus a \$150 Myer Gift Voucher. Only one (1) Gift is permitted per Eligible Business.
7. To be eligible for Gift 1, Eligible Businesses must, during the Promotional Period, spend a total of \$5,000 or more (excluding GST) on Clipsal or Schneider products (excluding Schneider Medium Voltage products) in branch, via the L&H eBranch Application or online at <https://www.ebranch.online>, via their L&H 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 does not need to be made in a single transaction, but can be made up over a number of transactions on one or both products during the Promotional Period.
8. To be eligible for Gift 2, Eligible Businesses must, during the Promotional Period, spend a total of \$7,000 or more (excluding GST) on Clipsal or Schneider products via the L&H eBranch Application or online at

<https://www.ebranch.online>, via their L&H account (**“Gift 2 Qualifying Spend”**). For clarity, only orders that are invoiced will be eligible for the purpose of this promotion. Orders must be placed and invoiced during the Promotional Period. Gift 2 Qualifying Spend does not need to be made in a single transaction, but can be made up over a number of transactions on one or both products during the Promotional Period. For the sake of clarity, Gift 2 Qualifying Spend cannot be made in branch.

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 Clipsal or Schneider products (that contributed to a Qualifying Spend and subsequent gift being awarded) within three (3) months of the close date (being 30/07/2019) 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 to the equal value and/or specification.
19. Gifts are not transferable or exchangeable and cannot be taken as cash. Colour of the Fit Bit Versa prize will be at the Promoter's discretion.
20. 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.
21. Any ancillary costs associated with redeeming the Myer gift voucher are not included. Any unused balance of the Myer gift voucher will not be awarded as cash. Redemption of the Myer gift voucher is subject to any terms and conditions of the issuer including those specified on the Myer gift voucher.
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. Only claims based on valid and verifiable spends will be honoured and the Promoter is not liable for claims that cannot be substantiated, to the fullest extent permitted by law.
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 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 of a gift.

26. 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 or by visiting <https://www.ebranch.online>.