

“LEGRAND 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 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 01/07/2019 and closes at 11:59pm AEST on 30/09/2019 (“**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 will be one (1) offer conducted for each month of the Promotional Period (each a “**Monthly Offer**”) and one (1) overall major offer (“**Major Offer**”) during the Promotional Period. There will be three (3) types of gifts available for redemption for each Monthly Offer and the Major Offer. The gifts and the spend requirement to qualify for each offer are outlined in the tables below.
7. To be eligible to qualify for a gift, an Eligible Business must make the minimum qualifying spend amount (“**Qualifying Spend**”) on Legrand 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 during the relevant offer period as outlined below for each offer. For the purposes of each offer, the Qualifying Spend does not need to be made in a single transaction and can be made up over a number of transactions so long as it is made during the relevant offer period.

Monthly Offer – JULY

Offer commences 01/07/2019 and ends 31/07/2019

Minimum Qualifying Spend Amount	Gift
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Minimum \$10,000 (excluding GST)	one (1) Bose SoundTouch 30 Series III audio system valued at RRP \$528
Minimum \$5,000 (excluding GST)	one (1) Apple TV 4 th Generation 32GB valued at RRP \$209
Minimum \$2,500 (excluding GST)	one (1) JB HiFi Gift Card valued at RRP \$125

Monthly Offer – AUGUST

Offer commences 01/08/2019 and ends 31/08/2019

Minimum Qualifying Spend Amount	Gift
Minimum \$10,000(excluding GST)	one (1) Bose around-ear Heaphones Soundlink valued at RRP \$326
Minimum \$5,000(excluding GST)	one (1) Jabra Elite Active 65T at RRP \$254
Minimum \$2,500(excluding GST)	one (1) JB HiFi Gift Card valued at RRP \$125

Monthly Offer – SEPTEMBER

Offer commences 01/09/2019 and ends 30/09/2019

Minimum Qualifying Spend Amount	Gift
Minimum \$10,000 (excluding GST)	Choice of: one (1) PS4 PlayStation 4 1TB Pro Console in Glacier White valued at RRP \$539; OR one (1) Xbox One S 1TB Console valued at \$449
Minimum \$5,000 (excluding GST)	One (1) Google Home Hub valued at RRP \$129
Minimum \$2,500 (excluding GST)	one (1) JB HiFi Gift Card valued at RRP \$125

Major Offer

Offer commences 01/07/2019 and ends 31/09/2019

Minimum Qualifying Spend Amount	Gift
Minimum \$45,000 (excluding GST)	One (1) Apple Retina 4K display 3.6GHz quad-core processor 1TB valued at RRP \$1,999
Minimum \$40,000 (excluding GST)	one (1) Apple 2.3GHz dual core process Apple Mac Bookpro valued at RRP \$1,899
Minimum \$35,000 (excluding GST)	one (1) 1.8GHz dual core processor Apple Mac Air valued at RRP \$1,499

8. For clarity, only orders that are placed and invoiced during the relevant offer period will be eligible.
9. Subject to clause 6 and 7, every Eligible Business that successfully makes Qualifying Spend during the relevant offer period will be awarded the relevant gift as outlined in the tables above. There is a strict limit of one (1) gift per Eligible Business per offer. For example, an Eligible Business will not be able to receive more than one (1) gift as part of the July Monthly Offer, one (1) gift as part of the August Monthly Offer, one (1) gift as part of the September Monthly offer and one (1) gift as part of the Major Offer. If an Eligible Business qualifies for more than one (1) gift for any particular offer, they will receive the gift of the highest value only.
10. Eligible Businesses must retain their purchase receipt(s)/invoice(s) for all eligible transactions made as part of this offer, 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 Eligible Businesses' 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 relevant offer period.

General

11. 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.
12. 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).
13. 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.
14. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion. In the event an Eligible Business returns any Legrand products (that contributed to a Qualifying Spend and subsequent gift being awarded) within three (3) months of the close date (being 30/12/2019) 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.

15. The Promoter's decision is final and no correspondence will be entered into.
16. 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.
17. 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.
18. Gifts are not transferable or exchangeable and cannot be taken as cash.
19. 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.
20. Any ancillary costs associated with redeeming the JB HiFi Gift Card are not included. Any unused balance of the JB HiFi Gift Card will not be awarded as cash. Redemption of the JB HiFi Gift Card is subject to any terms and conditions of the issuer including those specified on the JB HiFi Gift Card.
21. 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.
22. 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.
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 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.

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