

ELECTRICAL GEMS – ONGOING ‘NEW PRODUCTS’ GIVEAWAY 2024

TERMS AND CONDITIONS

1. How to Enter

Information on how to enter and prizes form part of these Terms and Conditions. Entry into the Promotion (Promotion) is deemed acceptance of these Terms and Conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.

1. The Promotion is a game of chance
2. The Promoter is Gemcell Pty Ltd (ABN 30 053 992 966) (Promoter)

2. Duration

All references to time in this document are a reference to AEDST on the date/s stated. The Promotion commences at 12:01am, Monday 1 January 2024 and closes at 11:59pm, Tuesday 31 December 2024 (Promotion Period).

Each individual prize will be offered on Facebook. There may be numerous posts during the promotional period, with one prize or prize pack offered, per post.

The date of the post/s may vary. The entry window will be marked for the individual post in the caption of the applicable post, at the time of posting.

The entry time by the entrant will be determined to be the date the email sign up form is submitted and received into the system. Any entry received outside of the promotional period as mentioned on the individual post will be deemed invalid. Entries will only be entered into the applicable individual post entry period, based on the timestamp of entry when submitted, and will not be carried forward or back into previous or future post giveaways.

3. Eligibility to enter

- (1) Subject to clauses 3(1), 3(2) and 3(3), entry in the Promotion is open only to any entrant that: (Eligible Entrant).
 - (a) resides in Australia.
 - (b) is aged 16 years or over at the time of entering.
 - (c) has an active Facebook account.
 - (d) follows the Electrical Gems Facebook page. (if not already a fan of the Electrical Gems Facebook Page they must ‘like/follow’ the page at the time of entry)
- (2) Directors, management, employees, and their immediate families of Gemcell Pty Ltd (ABN 30 053 992 966.), including Gemcell member companies, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step-sister or first cousin.

4. Procedure to Enter

- (1) To enter, entrants must complete the following actions to be considered for the individual post's product giveaway (with applicable entry window period advised in the post):
 - (a) log on to their personal Facebook account at <http://www.facebook.com>;
 - (b) visit the Electrical Gems Facebook page at: <http://www.facebook.com/ElectricalGems>
 - (c) 'like' the individual New Product Giveaway promotional post
 - (d) 'like/follow' the page, if not already a fan of the Electrical Gems Facebook Page
 - (e) click the link in the post to complete and submit their entry form within the specified time frame, specifying the name of the giveaway they are entering.
- (2) There is a limit of one entry per person, per giveaway post. If an entrant is found to have entered more than one time, the Promoter may deem all entries of the entrant to be invalid, in its sole discretion. The result is final, and no correspondence will be entered into.
- (3) If an entrant is the winner of a prize, they are no longer eligible to enter the New Products giveaways for a period of six (6) months.
- (4) The Promoter accepts no responsibility for late, lost or misdirected entries.

5. Drawing of Winners

- (1) A winner will be drawn for each promotional post at the offices of Gemcell Pty Ltd (ABN 30 053 992 966) at 7/40, Brookhollow Avenue, Norwest NSW 2153, using a random number generator, within the next 10 business days following the conclusion of the entry period. A back up winner will be selected immediately following the draw of the winner and will be referred to if the winner's entry is deemed to be invalid. The result is final, and no correspondence will be entered into. In the case where a winner or entry is deemed to be invalid, the backup winner will be awarded the prize.
- (2) If a chosen entry is deemed not to comply with these Conditions of Entry, the non-complying entry will be discarded, and a new winner of the prize will be determined by selecting the next drawn entry (as determined by the Promoter in its sole discretion).
- (3) The winner will be notified by email, phone and/or through Facebook within 5 business days of the prize draw.
- (4) The Promoter expressly reserves the right to resolve any discrepancies, disputes or otherwise unforeseen circumstances as it deems fit subject to state regulation and the Promoter's decision will be final and binding upon every person who enters. No correspondence will be entered into. The Promoter expressly reserves the right to change or alter these Terms and Conditions at any time.
- (5) The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed, misdirected or illegible submissions.
- (6) If this promotion is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the

Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the competition or to disqualify any individual who has tampered with the entry process.

6. Prize information

(1) There will be multiple prizes to be won during the Promotion Period. Unless otherwise specified in the individual post, each individual giveaway post will consist of one (1) prize, with inclusions and value confirmed in the social media post. The prize will be sent to the Gemcell Member branch specified by the entrant when completing the entry form. The entrant will be advised when the prize is ready for collection, and must collect the prize from the branch within a reasonable timeframe.

(2). If any prize is unavailable, Gemcell, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification. The Prize is non-transferable, non-refundable, non-exchangeable, non-replaceable and nonredeemable for cash. The Prize cannot be re-sold. The Prize must be taken as offered. No modifications or exchanges will be possible. The Promoter accepts no responsibility for any variation in the value, performance or availability of any prize.

(3) The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant or winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any prize, except for any liability that cannot be excluded by law.

(4) Any additional costs incurred by the Winner, other than those that form part of the prize, are the responsibility of the winner, including any costs associated with attending the branch to pick up and take possession of the prize, or any telephone calls and internet usage.

(5) Any prize that consists of an electrical item/s requiring installation must be installed by an appropriately licensed and registered electrical contractor. The Promoter accepts no responsibility for the safe installation of any prize, nor for any costs associated with this.

7. Other information

(1) In order for an entrant to participate in this promotion the Promoter will collect the entrant's name, telephone number and email address to administer the promotion. By entering this promotion, the entrant agrees that the Promoter may use the aggregate information collected from the competition for related research and marketing purposes. Use of any entrant's personal information is governed by the Promoter's Privacy Policy located at www.gemcell.com.au

(2) By submitting an entry to the Promotion, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.

(3) If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of the prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.