

SPEND & WIN

Schneider & Gemcell Promotion

Terms and Conditions

1. 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.

(a) This Promotion consists of Instant Prizes. (**Instant Prizes**)

(b) The Promoters are Schneider Electric Australia (ABN 42 004 969 304) of 2 Banfield Road, Macquarie Park, NSW 2113 (telephone number 13 73 28) and Gemcell Pty Ltd (ABN 30 053 992 966), 7/40 Brookhollow Avenue, Norwest NSW 2153 (telephone number 02 8814 1174) (**Promoters**).

2. Duration

All references to time in this document are a reference to AEDT on the date stated. The Promotion commences at 12:01am, Friday 1st November 2024 and closes at 11:59pm, Friday, 31st January 2025. (**Promotion Period**).

3. Eligibility to enter

(1) Subject to clauses 3(1), 3(2) and 3(3), entry in the Promotion is open to any Australian based business with an active ABN that is an Eligible Entrant based on the following:

(a) Has an approved and open account (cash or credit) with a selected Gemcell Member listed in clause 4(3) which is operating within the account terms of that selected Gemcell Member.

(2) Directors, management, employees, and their immediate families of Schneider Electric Australia (ABN 42 004 969 304) and/or 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.

(3) Any Eligible Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter(s) to enter into a further agreement as evidence of consent to the minor entering this promotion.

4. Entry into the Promotion (Eligible Entrant):

(1) To enter, Eligible Entrants must during the Promotional Period:

(a) Register their participation for the promotion and sign up for a digital copy of Electrical Gems Magazine,

via: <https://gemcell.com.au/competition/schneider-gemcell-2024/>, and

(b) spend a minimum of \$300.00 AUD (excl. GST) in total, in one or multiple transactions, on Schneider branded products with a selected Gemcell Member during the Promotional Period to win a \$20.00 Prezzy Gift Card for each \$300 (excl. GST) spent.

(2) Each Eligible Entrant who has successfully registered for the promotion and signed up for Electrical Gems by the relevant closing date during the Promotion Period will

automatically be entered into the process to win an Instant Prize. An Eligible Entrant who has entered into the promotion will be an **"Entrant"**. Periodically throughout the Promotional Period, selected Gemcell Members will provide to Gemcell Electrical Group customer sales reports, showing customers who have purchased Schneider products. Gemcell Electrical Group will consolidate all reports and the Instant Prize will be allocated after each reporting period. By entering this promotion, you agree to this data being submitted to Gemcell for the purpose of administering the promotion.

(3) Selected Gemcell Members are listed below:

- Active Electrical Distributors Pty Ltd - ABN 29 005 246 799
- Cables Plus (VIC) Pty Ltd - ABN 79 005 632 897
- Delta Electrical Distributors – ABN 91 053 861 108
- Dubbo Powerhouse – ABN 47 099 910 200
- Electrical Wholesalers Pty Ltd – ABN 85 670 749 014
- Fairfield Electrical Supplies – ABN 43 807 654 032
- Gainforts Plumbing & Electrical – ABN 27 002 042 604
- GCM - ABN 19 66 55 33 586
- Gordon Macdonald Pty Ltd - ABN 36 000 307 246
- ISAS – ABN 66 078 451 877
- Lecky's Electrical Wholesale Pty Ltd - ABN 80 056 378 619
- Lakes Electrical Distributors - ABN 81 054 346 253
- Middy's Electrical – ABN 12 004 798 270
- Mining and Industrial Wholesalers - ABN 19 143 573 102
- Myelec – ABN 79 118 774 913
- P & R Electrical - ABN 27 007 820 868
- Popes Electrical & Data Supplies Pty Ltd - ABN 30 102 613 481
- PowerPlus Lighting and Electrical Suppliers - ABN 39 237 263 251
- Rovert Lighting & Electrical – ABN 29 001 497 132
- Trade Electrical Data Supplies – ABN 30 604 804 668

(4) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age, and place of residence/employment) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.

(5) The Promoter is not responsible for any lost, late or misdirected entries.

(6) The time of entry will be deemed to be the time the entry is received by the Promoter.

(7) Incomplete or illegible entries will be deemed invalid. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

5. Prizes:

(1) Each prize is one (1) Prezzy Giff Card valued at \$20.00.

(2) Prizes must be taken as stated and no compensation will be payable if the winner is unable to use the prize. The prizes are not exchangeable or redeemable for cash or other goods or services.

(3) Schneider Electric Australia, Gemcell Pty Ltd, their related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss)

suffered or sustained in connection with this competition, the promotion of this competition or the use of any prize, except for any liability which cannot be excluded by law.

(4) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

6. Prize Allocation

(1) All instant win Prezzy Gift Cards will be sent via email to the winner from the Prezzy website: <https://www.prezzy.com.au/> by allocation after each reporting period to Eligible Entrants until the overall prize allocation has been exhausted. The value of the gift card will reflect the total number of gift cards the winner is eligible for after each reporting cycle and will be issued as a single amount, not sent separately.

(2) Prizes will be fulfilled within 45 days after the end of the promotion (providing the account is in good standing within the account terms of the selected Gemcell Member).

(3) Gift cards will be sent to the email address provided when registering for the promotion. The Promoter takes no responsibility for incorrect email addresses provided or inability to access emails not limited to issues such as email account access or spam filtering.

(4) The Promoter will retain a copy of the Prezzy gift cards sent to all eligible winners for 6 months.

(5) If an Entrant is employed by a company, by registering for the promotion they acknowledge they have explicit consent and permission to claim prizes on behalf of that company.

(6) Should there be multiple Entrants from one business, allocation of prizes claimed on behalf of that business will be allocated with direction from the authorised business representative with the Gemcell Member.

7. Notification of Prize Winners

(1) Within ten (10) business days of the Instant Prize allocation, the Promoter will notify the Prize Winner by email, at the email registered with the Promoter.

(2) The Promoter reserves the right to recall the Instant Prize in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. The Promoter's decision is final in relation to all aspects of this promotion and no correspondence will be entered into.

8. Other Matters Relating to the Promotion

(1) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.

(2) The Promoter's decision is final, and no correspondence will be entered into.

(3) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the Prize. The Prizes cannot be transferred, exchanged, or redeemed for cash.

(4) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize Winner will be notified accordingly.

(5) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winners' details, voice, image, likeness and photographs for promotional, marketing

and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.

9. Entry details and privacy

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Eligible Entrant, the Eligible Entrant may not participate in the Promotion. The Promoter may use the name, image, comments, photographs or audio-visual clips of prize winners for publicity and promotional purposes in any form of media, without reference or compensation to the prize winner or any other person. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoters' Privacy Policies available at <https://www.se.com/au/en/about-us/legal/data-privacy.jsp> and <https://gemcell.com.au/privacy-policy/>

10. Limitation of liability and variation of terms

(1) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.

(2), The related bodies corporate and their respective officers, employees, contractors and agents of the Promoter will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

(3) The exclusion of liability in clause 10(2) does not apply to limit or exclude liability:

(a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promotion Parties in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promotion Parties in the ordinary course of business.

(b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

11. Variations

(1) Subject to the approval of any relevant gaming authorities, the Promoter reserves the right at its sole discretion to modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the

event that any portion of this Promotion is compromised by a virus, bugs, non-
authorised human intervention, hackers or other causes beyond the reasonable
control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs
the administration, security, fairness, or proper conduct of the Promotion.

(2) The Promoter reserves the right to update these Terms and Conditions from time to
time in its sole discretion for administrative reasons or to ensure efficient operation of
the Promotion. Changes will be posted on the Promoter's website
at www.gemcell.com.au.

