Spend & Win with Legrand Gemcell and Qantas Business Rewards 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.
 - (1) This Promotion consists of a Prize Draw and Instant Win Prizes.
 - (a) The Major Prize Draw is a game of chance.
 - (b) The Minor Prizes are instant win.
 - (2) The Promoters are Legrand (ABN 31 000 102 661) of 43-47 Lyn Parade, Prestons NSW 2170 (telephone number 1300 369 777) 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, Wednesday 1 October 2025 and closes at 11:59pm, Sunday 30 November 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:

Major Prize Draw:

- (a) Is an existing member of the Qantas Business Rewards program or becomes a Qantas Business Rewards member and activates their account by 11:59pm, Tuesday 30 November 2025. A one-off join fee of \$89.50 including GST normally applies, however this will be waived for customers of selected Gemcell Members.

 Membership and Qantas Points are subject to Qantas Business Rewards Terms and Conditions; and
- (b) has an approved and open account (cash or credit) on file with a selected Gemcell Member listed in clause 4 (3) which is operating within the account terms of that selected Gemcell Member, including correct ABN and correct Qantas Business Rewards number.

Minor Prizes:

- (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 Legrand (ABN 31 000 102 661) of 43-47 Lyn Parade, Prestons NSW 2170 (telephone number 1300 369 777) 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, stepparent, 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

- (1) To enter, Eligible Entrants must during the Promotional Period:
 - (a) Register their participation for the promotion

via: https://gemcell.com.au/competition/legrand-2025/ and

- (i) **Major Prize Draw:** To receive one entry into the prize draw, entrants must spend a minimum of \$10,000.00 AUD (excluding GST) in total, in one or multiple transactions, on Legrand branded products with a selected Gemcell Member during the Promotional Period. Each entrant is eligible for one entry only into the draw. Only one winner will be awarded per ABN.
 - (ii) **Minor Prizes:** Spend a minimum of \$2,500.00 AUD (excluding GST) on Legrand branded products with a selected Gemcell Member during October 2025 or November 2025 to receive one instant win prize (subject to availability).
 - Entrants who spend a minimum \$2,500 in one month will receive one prize.
 - Entrants who spend a minimum \$2,500 in both months respectively will receive two prizes.
 - Entrants who spend a minimum \$5,000 in a single month, either October or November 2025 will also receive two prizes.

Maximum of two (2) minor prizes per ABN during the Promotional Period. Instant win prizes include a pair of Apple AirPods or Samsung Galaxy Pods and is subject to availability.

- (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 placed into the Prize Draw to be held in accordance with clause 6. An Eligible Entrant who is entered into the promotion will be an "Entrant". Selected Gemcell Members will provide to Gemcell Electrical Group customer sales reports, showing customers who have purchased Legrand products at the end of the Promotion Period. Gemcell Electrical Group will consolidate all reports and calculate the number of entries into the Prize Draw per customer based on the cumulative spend during the Promotional Period. Registrations will be cross-checked with sales data reports using the entrants ABN as a unique identifier. 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:
 - Dubbo Powerhouse 47 099 910 200
 - GCM ABN 19 66 55 33 586
 - Gordon Macdonald Pty Ltd ABN 36 000 307 246
 - Lecky's Electrical Wholesale Pty Ltd ABN 80 056 378 619
 - Lakes Electrical Distributors ABN 81 054 346 253
 - 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
- (4) If a person who is employed by a company is drawn as the winner of a prize, then that company's director/s must give explicit consent for the employee to claim the prize.

- (5) 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.
- (6) The Promoter is not responsible for any lost, late or misdirected entries.
- (7) The time of entry will be deemed to be the time the entry is received by the Promoter.
- (8) 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) There will be ten (x10) Major Prize Draws:
- (a) Each Prize winner will win 80,000 Qantas Points. The maximum notional value of the total Prize pool is AU\$47,014.80 plus GST based on a sample of the Qantas Frequent Flyer Rewards that could be obtained by redeeming through the Qantas Frequent Flyer program. The estimate of maximum value of each Prize is AU\$5,876.85 plus GST and is provided for information purposes only and will vary depending on whether and how it is redeemed by a Prize Winner through the Qantas Frequent Flyer program. The Promoter and Qantas Airways Limited accepts no responsibility for any variation in the maximum notional value of each Prize. The Prize notional value is in Australian Dollars. Qantas Points for business are offered under the Gemcell Electrical Group Terms and Conditions https://gemcell.com.au/qantas/ and are subject to the Qantas Business Rewards Program Terms and Conditions https://gantasbusinessrewards.com. Qantas Points for business are offered under the Gemcell Electrical Group Terms and Conditions https://gamcell.com.au/qantas/.
- (b) Minor Prizes: Each minor instant prize is a choice of one (1) pair of Apple AirPods or Samsung Galaxy Pods valued at approximately AUD250.00 per pod, limited to two (2) pair of Apple AirPods or Samsung Galaxy Pods per customer and are subject to availability while stocks last. Price per Apple AirPods or Samsung Galaxy Pods may vary at the time of prize distribution.
- (2) The Promoter accepts no responsibility for any variation in the maximum value of each Prize. The Prize value is in Australian Dollars. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.
- (3) Within 28 days after the relevant Prize Winners acceptance (providing the account is in good standing within the account terms of the selected Gemcell Member), the Prize will be credited to the Prize Winner, provided that they are still a current and active Qantas Business Rewards member as per the Qantas Business Rewards Membership Terms and Conditions, https://gemcell.com.au/qantas/.
- (4) The Prize is awarded and must be redeemed, in accordance with and subject to the Terms and Conditions of the Qantas Frequent Flyer program (Qantas.com/terms), the Qantas Store Terms of Use (Qantas.com/store), and any other terms and conditions disclosed at the time of redemption.
- (5) The Qantas Business Rewards Account Holder is responsible for the use of the Qantas Points and the expenditure incurred in doing so.

- (6) Qantas Points will expire at midnight Sydney, Australia time at the end of the 18th consecutive month for which the Member has not earned Qantas Points or transferred Qantas Points from a Membership Account to a Qantas Frequent Flyer member's membership account. Qantas Points are deemed to be earned on the activity date as advised by the Program Partner and appearing on the Member's statement.
- (7) Qantas Points credit balance or part thereof, is not transferable and may not be redeemed for cash under any circumstances.
- (8) The Promoters will not refund any costs incurred by fraudulent use of the Qantas Points.
- (9) 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. The Prize will be issued to the Qantas Business Rewards account as requested by the Prize Winner/s. No changes are permitted once Qantas Points have been issued to the account requested by the Prize Winner/s. If the prize is not utilised as stated, it will be forfeited.
- (10) If Qantas Points are redeemed for any travel-related rewards, before booking and travel, Prize Winners must ensure they check the latest Australian government <u>travel requirements</u>, including any, but not limited to, COVID-19 requirements, which may include mandatory health declarations, vaccinations, use of face masks, entry permits, pre-approval and quarantine (possibly at the winner's own expense), or they could be denied entry. Australian government entry restrictions apply. All travellers are responsible for ensuring they are eligible to enter Australia prior to booking. See <u>smartraveller.gov.au</u> for more details.
- (11) If Prize Winners use their Points to redeem domestic or international travel, passengers must seek medical advice regarding vaccinations.
- (12) Legrand Australia, Gemcell Pty Ltd, and Qantas Airways Limited, 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.
- (13) 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

- (a) Major Prize Draw
 - (i) The Prize Draw will take place via electronic draw, using https://www.random.org/sequences/ on Monday, 12th January 2026 at the offices of Gemcell Electrical Group at 7/40 Brookhollow Avenue, Norwest, NSW 2153 (Drawer). Each entry will be allocated a sequential number, the lowest value will be 1, and largest value will be the number of entries in total. The result will give you a random sequence of numbers. The first number returned will be one prize winner. We will run a draw, resulting in 10 winners.
 - (ii) Each Prize winner will receive 80,000 Qantas Points into their Qantas Business Rewards account. (**Prize Winners**).
 - (iii) The result of the draw is final, and no correspondence will be entered into with any Eligible Entrant after the Prize Draw has occurred.

(b) Minor Prizes:

(i) Minor prizes will be allocated to Eligible Entrants until the overall prize allocation has been exhausted.

(ii) Minor prizes will be sent to the branch nominated by the Eligible Entrant for collection. Prizes not collected within 6 months of delivery will be forfeit. Prizes will be sent to branches by the **27**th of February **2026**.

7. Notification of Prize Winners

- (1) Within five (5) business days of the Prize Draw allocation, the Promoter will notify the Prize Winner by:
 - (a) email, at the email registered with the Promoter; and
 - (b) telephone, at the telephone number registered with the Promoter; and
 - (c) publishing the Prize Winner's Last Name, First Initial and Postcode on the Promoter's website at: www.gemcell.com.au by Monday, 26th January 2026 for a minimum of 28 days.

(2) If a Prize Winner:

- (a) responds within 1 calendar month of the Prize Draw allocation, they will have been deemed to have accepted their Prize (Winner's Acceptance); or
- (b) fails to respond within 1 calendar month of the Prize Draw, their Prize will be deemed unclaimed or forfeited.
- (3) The Promoter reserves the right to redraw the Prize in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting and not claiming a prize. If the Prize is unclaimed after 1 calendar month, by 11:59PM AEDST Thursday,12th February 2026 then the prize will be redrawn at 7//40 Brookhollow Avenue, Norwest, NSW 2153, in the same manner as the original prize draw. Any Prize Winner(s) of an unclaimed Prize will be notified in writing by email, and by phone within 7 days of the redraw and the Prize Winner's Last Name, First Initial and Postcode will be published on the Promoter's website at: www.gemcell.com.au by Friday 27th February 2026 for a minimum of 28 days. 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, including Qantas Airways Limited 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 and Qantas Airways Limited 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.legrand.com.au/privacy-policy-0 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 or Qantas Airways Limited and which prevents the Promoter from complying with these terms and conditions, the Promoter and Qantas Airways Limited 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 and Qantas Airways Limited (Promotion Parties) 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; and Qantas Airways Limited's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or
 - (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..

Permit Details

The Promotion is authorised under NSW Permit No TP/04545, SA Permit No T25/1536 and Act Permit No TP 25/0203.