

Terms & Conditions of Claim

Rexel Webstore Uber eats Promotion 2018

Agreement to these T&Cs

1. Information on how to claim, dates and gift(s) set out in this document form part of the Terms & Conditions. By participating in this trade promotion you agree to these Terms & Conditions.
2. To the extent of any inconsistency between these Terms & Conditions and any other document, implied terms or representation about this trade promotion, these Terms & Conditions prevail.

This promotion

3. The promoter of this trade promotion is Rexel Holdings Australia Pty Limited (ABN 42 000 437 758) of Level 1, Building B, 12 Julius Avenue, North Ryde NSW 2113 (**Rexel**)
4. A Rexel Branch is any of the branches listed in Appendix A attached:
QLD : 51, NSW:41, ACT:2, VIC:17, TAS:5, SA:12, NT:2, WA:11
5. The **Promotion Period** is from 12.01am on Monday 5 November 2018 until 11.59pm on Saturday 15 December 2018, or until 500 stocks of gifts last, whichever is earlier.

Eligibility to claim

6. Claiming is only open to a customer who meets all of the following criteria (**Eligible Claimant**):
 - (a) if a person, the customer is over 18 years of age; and
 - (b) the customer operates a trade account or credit account with a Participating Rexel Branch; and
 - (c) the customer does not have any monies overdue to Rexel at the close of business on the last day of the Promotion Period; and
 - (d) if selected to receive a gift, the customer provides to Rexel written the consent of either:
 - (i) where the customer is a person, them self; or
 - (ii) where the customer is not a person, a person who is an owner, officer or employee of the customer, who must also provide their written consent, consenting to Rexel interviewing and photographing them and using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting Rexel, the Qualifying Products, the supplier of the Qualifying Products or any other products manufactured, distributed and/or supplied by Rexel; and
 - (e) the customer provides to Rexel a written deed of release in favour of Rexel and its officers, employees and the gift supplier on terms no less favourable to Rexel than the terms of these Terms & Conditions, particularly clause 20.

Excluded from participating in this trade promotion are:

- (f) local, state and federal government departments and authorities;
 - (g) customers who make purchases other than on a trade account or a credit account with a Participating Rexel Branch;
 - (h) Customers who make purchases through Electronic Data Interchange (EDI)
 - (i) Customers who are contracted to Foxtel
 - (j) employees (and their immediate family members) of any Rexel company; and for this purpose, "immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
7. Rexel may collect personal information to conduct this promotion. Each Eligible Claimant consents to Rexel using any personal information (including names and contact information) held by Rexel to conduct the trade promotion, including consenting to:
 - (a) Rexel disclosing such information to third parties (including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities) in relation to this trade promotion; and
 - (b) Rexel using the information for promotional, marketing, publicity, research and profiling purposes, including sending emails, SMS or text messages to or telephoning the Eligible Entrant.

By written notice to Rexel at any time, Eligible Claimants may request to access, update or correct personal information held about them. Rexel handles personal information as set out in its Privacy Policy available at www.rexelha.com.au/privacy/.

8. If there is a dispute as to the identity of an Eligible Claimant, the Promoter reserves the right, in its sole discretion, to determine the identity.
9. By written notice to Rexel at any time, Eligible Claimants may request to opt out of the trade promotion.

How to claim

10. The Eligible Claimant can make one gift claim for undertaking the following:
 - (a) the Eligible Claimant purchases qualifying products with a total invoice value of \$100 or more (excluding GST) ["Qualifying Products"];
 - (b) the transaction is completed during the Promotional Period; and
 - (c) the transaction is completed via the following Rexel online branches www.rexel.com.au; www.jrt.com.au; www.learsmith.com.au or www.idealelectrical.com; and
 - (d) the claimant meets all eligibility criteria mentioned under clause 6 above.
11. Rexel reserves the right, at any time, to verify the eligibility of a claimant and the validity of a claim and to disqualify any claim not in accordance with these Terms & Conditions. Errors and omissions in claims may be accepted at Rexel's absolute discretion.

Gifts

12. The first valid 500 claims received from eligible claimants will each receive either (depending upon their location and purchase history):
 - a) Uber eats/McDonald's® voucher each valued at \$17.00. (For the purpose of clarity this covers \$10 of McDonalds and up to \$7.00 Uber eats delivery fee. The customer can choose to spend more than this and pay the additional amount at the point of purchase. If delivery to their location is more than \$7.00 the customer will need to spend less on food or pay the additional cost). This voucher code will be delivered by email and is only available in areas where Uber eats services those areas with McDonalds in a delivery area. These voucher codes will only be issued to first time Uber eats customers without an existing Uber eats account. Not valid with any other offer. Valid in Australia at participating McDonald's® locations on Uber Eats. Valid on McDonald's® orders only. Expires 31 January 2019.
 - b) Or a McDonalds Voucher for a Bacon and egg McMuffin and a large coffee valued at \$10.00. This will be delivered by mail. This prize will be awarded if the claimant is already an Uber eats registered customer and/or not located in a Uber eats delivery area. Voucher is valid until 31st January 2019. Customer must hand in this voucher when ordering to receive offer. Limit of one voucher per person per day. Not to be used in conjunction with or to discount any other offer or with an Extra Value Meal® purchase. Not redeemable via McDelivery®, mobile ordering or self-ordering kiosks in Restaurants.

Uber eats vouchers recipients must register for an Uber eats account to take advantage of the voucher. Gift voucher recipients are responsible for their voucher. The Promoter accepts no responsibility for late, lost, expired, stolen or vouchers that have been tampered with in anyway.

Gift Conditions

13. Tax implications may arise for the claimant for claiming a gift. Claimants should seek independent financial advice prior to accepting a gift.
14. A Maximum of 3 gifts can be claimed per customer during the promotional period.
15. Total potential gift pool is up to \$8500. If a gift is wholly or partly unavailable, Rexel may, in its absolute discretion, substitute all or part of the gift with a benefit to equal or greater value, subject to the lottery authorities' approval.
16. Gifts, including any unused portion are not transferable or exchangeable and cannot be taken as cash. By entering the trade promotion the claimant agrees that, in this event, it will not have any claim or rights against Rexel or any of its associates in relation to the gift.
17. Gift claimants should allow up to 5 NSW business days to receive their voucher code by email or 2 weeks for posted vouchers.

General

18. If this trade promotion is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Rexel, including but not limited to technical difficulties, unauthorised intervention or fraud, Rexel reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the trade promotion, subject to any written directions from a regulatory authority.
19. Rexel reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Eligible Claimant who Rexel has reason to believe has either breached any of these Terms & Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair

and proper conduct of the promotion. Rexel reserves any rights it may have to recover damages or other compensation from any Eligible Claimant.

20. Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights.
21. Nothing in these Terms & Conditions has the effect of limiting, excluding or modifying any rights that cannot by law be excluded, including any statutory consumer guarantees provided by the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws in the States and Territories of Australia.
22. Except for any liability or terms that cannot by law be excluded, to the maximum extent permitted by law each claimant releases Rexel and its associates from, and Rexel excludes:
 - (a) all implied terms;
 - (b) all liability for any reason, by way of indemnity, contract, tort (including negligence) or any other legal theory;
 - (c) all liability arising in any way in connection with the promotion of the Qualifying Products, this trade promotion, these Terms & Conditions, or the enjoyment of any part of a gift, including, without limitation, any loss or liability arising in any way out of:
 - (i) any technical difficulties or equipment malfunction (whether or not under Rexel's control);
 - (ii) any theft, unauthorised access or third party interference;
 - (iii) any variation in the gift value in these Terms & Conditions;
 - (iv) any change in the value of a gift;
 - (v) any tax liability incurred by an Eligible Claimant; or
 - (vi) any failure of the prize to perform as expected (or at all) or to meet any warranty or guarantee provided by the prize supplier or available at law; or
 - (vii) any death, personal injury or property damaged resulting from or connected with taking or using any part of a gift; and
 - (d) all liability to any person (including an Eligible Claimant, or any other customer or potential customer of Rexel) in any circumstance for any special, indirect or consequential loss, or for loss of profits, loss of revenue, loss of income or economic loss, lost savings, loss of contract, loss of production, loss of opportunity, loss of goodwill, loss of business reputation, loss of use, increased cost of working capital, or business interruption, however arising, including without limitation by way of indemnity, contract, tort or any other legal basis, in connection with or arising out of any of the trade promotion, and these Terms & Conditions.
23. Each provision of these Terms & Conditions is severable and independent. If all or any part of a provision of these Terms & Conditions is invalid or unenforceable in any jurisdiction, that part or provision will be deemed to be severed for the purposes of that jurisdiction and will not affect the validity or enforceability of the remaining provisions or that provision in any other jurisdiction.

Authorised under Permit no.:

NSW : LTPS/18/29359

ACT : TP18/02160

SA : T18/1953

APPENDIX A

Branch Name	Address	Suburb	State	Postcode
2612: JRT ARTARMON	77 Reserve Road	ARTARMON	NSW	2064
2616: JRT BROOKVALE	2/44 Wattle Road	BROOKVALE	NSW	2100
2617: JRT CAMPBELLTOWN	4/2 Grange Road	LEUMEAH	NSW	2560
2619: JRT CASTLE HILL	Unit 2/4 Victoria Avenue	CASTLE HILL	NSW	2154
2658: JRT HOXTON PARK	Unit 10/380 Hoxton Park Road	HOXTON PARK	NSW	2171
2643: JRT SYDNEY CITY	68-72 Wenworth Avenue	SURRY HILLS	NSW	2010
2644: JRT THORNLEIGH	Cnr Larool Cres & Sefton Road	THORNLEIGH	NSW	2120
2649: JRT WOLLONGONG	23 Kenny Street	WOLLONGONG	NSW	2500
2260: RES Wollongong	19 Ellen Street	WOLLONGONG	NSW	2500
2461: RES Wagga Wagga	52 Hammond Avenue	WAGGA WAGGA	NSW	2650
2464: RES Young	172 Lovell Street	YOUNG	NSW	2594
2160: RES Blacktown	94 Sunnyside Road	BLACKTOWN	NSW	2148
2613: JRT BANKSTOWN	2/139 Canterbury Road	BANKSTOWN	NSW	2200
2614: JRT BLACKTOWN	10 Forge Street	BLACKTOWN	NSW	2148
2618: JRT CARINGBAH	42 Parraweena Road	CARINGBAH	NSW	2229
2627: JRT FYSHWICK	2/155 Newcastle Street	FYSHWICK	ACT	2609
2666: JRT MITCHELL	Unit 2, 3 Pelle Street	MITCHELL	ACT	2911
2636: JRT PEAKHURST	Units 1 & 2, 83 - 85 Boundary Road	PEAKHURST	NSW	2223
2637: JRT PENRITH	Unit 1/120 Batt Street	PENRITH	NSW	2750
2635: JRT PARRAMATTA	Unit 6/2 Windsor Road	NORTH PARRAMATTA	NSW	2151
2639: JRT SILVERWATER	87 Silverwater Road	SILVERWATER	NSW	2141
2625: JRT VILLAWOOD	Unit 4-5/2 Fairfield St, Cnr Fairfield St & Woodville Rd	VILLAWOOD	NSW	2163
2648: JRT WETHERILL PARK	6/121-125 Newton Road	WETHERILL PARK	NSW	2164
2624: JRT ERINA	18 Barralong Road	ERINA	NSW	2250
2647: JRT WARNERVALE	1/27 Arizona Road	WARNERVALE	NSW	2259
2650: JRT WOY WOY	82 Rawson Road	WOY WOY	NSW	2256
2651: JRT WYONG	164 Pacific Highway	TUGGERAH	NSW	2259
2463: RES Bathurst	110 Russell Street	BATHURST	NSW	2795
2016: L&S Taree	7 Grey Gum Road	TAREE	NSW	2430
2009: L&S CESSNOCK	27 Cessnock Street	CESSNOCK	NSW	2325
2012: L&S GUNNEDAH	1/64 Barber Street	GUNNEDAH	NSW	2380
2006: L&S LAMBTON	28 Verulam Road	LAMBTON	NSW	2299
2007: L&S RAYMOND TERRACE	Cnr Adelaide & Bourke Street	RAYMOND TERRACE	NSW	2324
2008: L&S TAYLORS BEACH	1/5 Shearwater Drive	TAYLORS BEACH	NSW	2316
2460: RES Dubbo	104 Erskine Street	DUBBO	NSW	2830
2005: L&S SINGLETON	252 John Street	SINGLETON	NSW	2330
2015: L&S PORT MACQUARIE	209, Lake Rd,	PORT MACQUARIE	NSW	2444
2611: JRT ALEXANDRIA	Unit E2/46-62 Maddox Street	ALEXANDRIA	NSW	2015
2630: JRT KINGSFORD	297 Anzac Parade	KINGSFORD	NSW	2032
2632: JRT LEICHHARDT	683 Parramatta Road	LEICHHARDT	NSW	2040
2638: JRT GLADESVILLE	427-433 Victoria Road, (Driveway off Monash Road)	GLADESVILLE	NSW	2111
2656: JRT ROCKDALE	385 West Botany Street	ROCKDALE	NSW	2216
2262: RES Alexandria	22-26 Mandible Street	ALEXANDRIA	NSW	2015
4260: RES Nambour	30-32 Price Street	NAMBOUR	QLD	4560
4731: IES MAROOCHYDORE	Headland Business Park, 72 Wisers Road	MAROOCHYDORE	QLD	4558
4265: RES Caloundra	1 Baldwin Street	CALOUNDRA	QLD	4551
4264: RES Maroochydoore	Unit 1-10 Glen Kyle Drive	MAROOCHYDORE	QLD	4558
4733: IES KAWANA	390 Nicklin Way	KAWANA	QLD	4575
4743: IES GYMPIE	Cnr Brisbane Rd & Araluen Tce	GYMPIE	QLD	4570
4746: IES MORAYFIELD	Unit 1/18 Walkers Road	MORAYFIELD	QLD	4506
4752: IES NORTH LAKES	Unit 10/20 Burke Crescent	NORTH LAKES	QLD	4509
4712: IES ENOGGERA	29 Pickering Street	ENOGGERA	QLD	4051
4642: JRT STRATHPINE	2/128 South Pine Road	STRATHPINE	QLD	4500
4711: IES ASPLEY	605 Zillmere Road	ASPLEY	QLD	4034
4623: JRT ENOGGERA	Unit B/48-56 Pickering Street	ENOGGERA	QLD	4051
4628: JRT GEEBUNG	132 Robinson Road East	GEEBUNG	QLD	4034
4634: JRT MAYNE	30 Edmondstone Road	MAYNE	QLD	4006
4713: IES EAGLE FARM	Cnr Kingsford Smith Drive & Holt Street	EAGLE FARM	QLD	4009
4740: IES BUNDABERG	13 Toonburra Street	BUNDABERG	QLD	4670
4364: RES Nerang	86 Spencer Road	NERANG	QLD	4211

4719: IES BURLEIGH	70 Kortum Drive	BURLEIGH HEADS	QLD	4220
4723: IES SURFERS PARADISE	43-45 Upton Street	SURFERS PARADISE	QLD	4217
4726: IES NERANG	U1/98 Spencer Road	NERANG	QLD	4211
4727: IES BIGGERA WATERS	Shop 5 "Treasure Cove", 2 Treasure Island Dr.	BIGGERA WATERS	QLD	4216
4745: IES CURRUMBIN	43 Currumbin Creek Road	CURRUMBIN	QLD	4223
4748: IES OXENFORD	149 Old Pacific Hwy	OXENFORD	QLD	4210
4750: IES TWEED HEADS	Unit 2 - 1 Rivendell Drive	TWEED HEADS SOUTH	QLD	2486
4753: IES ASHMORE	Unit 2/3, 347 Southport-Nerang Road	ASHMORE	QLD	4214
4370: RES Yatala	Unit 4/20, Old Pacific Highway	YATALA	QLD	4207
4724: IES CAPALABA	Unit 1/160 Redland Bay Road	CAPALABA	QLD	4157
4735: IES WYNNUM	11/280 Tingal Road	WYNNUM	QLD	4178
4369: RES Tingalpa	Unit 1, 9 Graystone St	TINGALPA	QLD	4173
4645: JRT SLACKS CREEK	81 Moss Street	SLACKS CREEK	QLD	4127
4717: IES UNDERWOOD	Cnr Kingston Road & Booran Drive	UNDERWOOD	QLD	4119
4261: RES Roma	91 Quintin Street	ROMA	QLD	4455
4262: RES Toowoomba	188 James Street	TOOWOOMBA	QLD	4350
4263: RES Warwick	14 Albion Street	WARWICK	QLD	4370
4368: RES Sumner Park	Unit 2, 28 Sumners Road	SUMNER PARK	QLD	4074
4646: JRT WACOL	6/1276 Boundary Road	WACOL	QLD	4076
4730: IES IPSWICH	Cnr Pine & Lowry Street	NORTH IPSWICH	QLD	4305
4716: IES SALISBURY	Unit 6/121 Evans Road	SALISBURY	QLD	4107
4366: RES Acacia Ridge	Unit 1, 1362 Beaudesert Road	ACACIA RIDGE	QLD	4110
4620: JRT COOPERS PLAINS	854 Boundary Road	COOPERS PLAINS	QLD	4108
4729: IES UPPER MT GRAVATT	256 Newnham Road	UPPER MOUNT GRAVATT	QLD	4122
4714: IES EAST BRISBANE	169 Wellington Road	EAST BRISBANE	QLD	4169
4715: IES MILTON	Cnr Castlemaine & Black Sts	MILTON	QLD	4064
4718: IES Edmonton	33 Hargreaves St	EDMONTON	QLD	4869
4164: RES Rockhampton	66 Hollingsworth St	ROCKHAMPTON	QLD	4700
4736: IES TOWNSVILLE	201-207 Dalrymple Road	GARBUTT	QLD	4814
4162: RES TOWNSVILLE	30 Mackley Street	GARBUTT	QLD	4814
4738: IES CAIRNS	136 Aumuller Street	CAIRNS	QLD	4870
4744: IES ROCKHAMPTON	301 Richardson Road	ROCKHAMPTON	QLD	4701
4734: IES MACKAY	13 Gordon Street	MACKAY	QLD	4740
4163: RES Mackay	28-30 Peel Street	MACKAY	QLD	4740
3955: RES CARNEGIE	394 Neerim Road	CARNEGIE	VIC	3163
3916: RES FAIRFIELD	330B Darebin Road	FAIRFIELD	VIC	3078
3957: RES KILSYTH	Unit 5/161 Canterbury Road	KILSYTH	VIC	3137
3922: RES KNOXFIELD	90 Rushdale Street	KNOXFIELD	VIC	3180
3918: RES MOORABBIN	Unit 3/416 Warrigal Road	MOORABBIN	VIC	3189
3930: RES THOMASTOWN	1/161 Settlement Road	THOMASTOWN	VIC	3074
3914: RES WARRAGUL	3/155 Queen Street	WARRAGUL	VIC	3820
3170: RES Albury	Shop 1, 659 Young Street	ALBURY	VIC	2640
3168: RES Bendigo	36 Abel Street	BENDIGO	VIC	3550
3166: RES Brooklyn	Unit 1, 640-680 Geelong Road	BROOKLYN	VIC	3016
3268: RES Dandenong	Unit 4, 45 Greens Rd, Dandenong	DANDENONG	VIC	3175
3962: RES KEILOR PARK	Unit 9, 33 Keilor Park Drive	KEILOR PARK	VIC	3042
3923: RES NORTH GEELONG	243-245 Thompson Road	NORTH GEELONG	VIC	3215
3169: RES Shepparton	49 Vaughan Street	SHEPPARTON	VIC	3630
3919: RES Nunawading	U1/16-22 Rooks Rd	NUNAWADING	VIC	3131
3173: RES RICHMOND	63 Murphy St	RICHMOND	VIC	3121
7160: RES Burnie South	12 Wellington Street	BURNIE SOUTH	TAS	7320
7164: RES Derwent Park	221 Main Road	MOONAH	TAS	7009
7161: RES Devonport	14 Wenvoe Street	DEVONPORT	TAS	7310
7162: RES North Hobart	33 Federal Street	NORTH HOBART	TAS	7002
7163: RES Launceston	44 Garfield Street	LAUNCESTON	TAS	7250
5160: RES Adelaide	192-200 Sturt Street	ADELAIDE	SA	5000
5264: RES Berri	Sturt Highway	BERRI	SA	5343
5262: RES Hindmarsh	95 South Road	HINDMARSH	SA	5007
5260: RES Lonsdale	77 O'Sullivan Beach Road	LONSDALE	SA	5160
5261: RES Melrose Park	1057 South Road	MELROSE PARK	SA	5039
5265: RES Mildura	37 Seventh Street	MILDURA	VIC	3500
5268: RES Mt Barker/Totness	20 Mt Barker Road	MOUNT BARKER	SA	5251

5267: RES Mt Gambier	4 Bertha Street	MT GAMBIER	SA	5291
5166: RES Wingfield	Unit 1, 209 Cormack Rd	WINGFIELD	SA	5015
5163: RES Port Pirie	81 Esmond Road	PORT PIRIE	SA	5540
5165: RES Salisbury	166-170 Park Terrace	SALISBURY PLAIN	SA	5109
5266: RES Windsor Gardens	496 North East Road	WINDSOR GARDENS	SA	5087
5162: RES Roxby Downs	Lot 718 Olympic Way	OLYMPIC DAM	SA	5725
5161: RES Darwin	Bldg #1, The Gulf Centre, 116-120 Coonawarra Rd	WINNELLIE	NT	0820
5602: JRT PALMERSTON	2/1 Calvin Street	YARRAWONGA	NT	0830
6260: RES Albany	64 Sanford Road	ALBANY	WA	6330
6261: RES Bunbury	41-45 Albert Road	BUNBURY	WA	6230
6003: RES GERALDTON	76-80 Flores Road	GERALDTON	WA	6530
6163: RES Kalgoorlie	186 Boulder Road	KALGOORLIE	WA	6430
6105: RES Malaga	1A, 365 Victoria Rd	MALAGA	WA	6090
6264: RES Myaree	Unit 4A, 248 Leach Hwy	MYAREE	WA	6154
6008: RES O'CONNOR	1/9 Forsyth Street	O'CONNOR	WA	6163
6169: RES Osborne Park	1/34 Hector Street	OSBORNE PARK	WA	6017
6166: RES Port Hedland	1/25 Manganese Street	WEDGEFIELD	WA	6722
6010: RES Wangara	1/45 Buckingham Drive	WANGARA	WA	6065
6265: RES Welshpool	75 Division Street	WELSHPOOL	WA	6106