

Webstore Launch Promotion - Terms & Conditions of Entry

Agreement to these T&Cs

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

This promotion

3. The promoter of this promotion is
 - (a) Rexel Electrical Services Pty Limited (ABN 42 000 437 758) of Level 1, Building B, 12 Julius Avenue, North Ryde NSW 2113 (**Rexel**); and
4. The **Promotion Period** is from 12.00am on Monday 10th February 2020 until 11.59pm on Saturday 29th February 2020.

Eligibility to enter

5. Entry is only open to a customer who meets all of the following criteria (**Eligible Entrant**):
 - (a) if a person, the customer is over 18 years of age; and
 - (b) the customer operates a trade or credit account with Rexel Group as stated in clause 4 above;
 - (c) the customer does not have any monies overdue to Rexel at the close of business on the last day of the Promotion Period or on the date on which any draw in which the customer has an Eligible Entry is drawn;
 - (d) if drawn as a Winner, the customer provides to the Promoters on request written the consent of either:
 - (i) where the customer is a person, themselves; 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 a Promoter 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 the Promoter or any products or services supplied by the Promoter; and
 - (e) if drawn as a Winner, the customer provides on request to the Promoters a written deed of release in favour of the Promoters and their officers, employees and the prize supplier on terms no less favourable to the Promoters than the terms of these Terms & Conditions of Entry, particularly clause 18 to 29.

Excluded from entering this trade promotion are:

 - (f) local, state and federal government departments and authorities;
 - (g) employees (and their immediate family members) of any related body corporate of a Promoter; 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.
6. Rexel may collect personal information to conduct this promotion. Each Eligible Entrant consents to each Promoter using any personal information (including names and contact information) held by either Promoter to conduct the trade promotion, including consenting to:
 - (a) A Promoter 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) A Promoter 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 Entrants 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/.
7. If there is a dispute as to the identity of an Eligible Entrant, the Promoters reserve the right, in their sole discretion, to determine the identity.
8. By written notice to Rexel at any time, Eligible Entrants may request to opt out of the promotion.

How to enter

9. For each order which meets all of the following criteria, one entry into the trade promotion draw will be created in the name of the account holder (**Entry**):
 - i. The order is an online purchase on the customer's trade or credit account via idealelectrical.com or learsmith.com.au.
 - ii. Each order on idealelectrical.com or learsmith.com.au during the promotion period earns the customer an entry into the prize draw.
 - iii. The order is placed during the Promotion Period.
10. The Promoters reserve the right, at any time, to verify the eligibility of an entrant and the validity of an entry and to disqualify any entry not in accordance with these Terms & Conditions of entry. Errors and omissions in entries may be accepted at the Promoters' absolute discretion.

Prize draw

11. On Wednesday 4th of February 2020 at 11.00 AM the Promoters will randomly draw the winner from the entries created as a result of transactions described in clause 9 above.
12. The draw will take place at Rexel offices at Level 1, Building B, 12 Julius Avenue, North Ryde NSW 2113.
13. When the Drawn Winner provides the documents required in clause 6(a) and 6(b) above, the Drawn Winner will be a **Winner**. The Winner will receive a brand-new unlocked iPhone 11 or a Samsung S10 to the value of AU\$1,400.
14. The Winner will be notified by email, phone or in person within 5 business days of the draw. Prize conditions
15. Tax implications may arise for the winner from winning a prize, and Winners should seek independent financial advice prior to accepting (as relevant) a Prize.
16. If a Prize is wholly or partly unavailable, the Promoters may, in their absolute discretion, substitute all or part of the Prize with a benefit to equal or greater value.
17. No Prize is transferable or able to be swapped for any other items by the Winner. Prizes are not exchangeable and cannot be taken as cash by the Winner.

18. The Winner must arrange for the collection or redemption of the Prize as notified by the Promoters within a reasonable time. The address for collection will be in Australia. If a Prize (or any part of it) is not collected or redeemed within a reasonable time then the Promoters may treat the Prize (or that part) as abandoned and forfeited by the Winner, and may dispose of that Prize as the Promoters decide in their absolute discretion. By entering the trade promotion the Winner agrees that, in this event, it will not have any claim or rights against either Promoter or any of their associates in relation to the Prize.
19. Winners will be notified by email within 5 business days of the draw and their names will be published at www.rexelha.com.au/promotion-winners by Friday 6th of March 2020.
20. An unclaimed prize draw will be conducted at the same location as the original draw after 3 months (5th June 2020 at 10.00AM) and winners will be notified through email within 5 business days of the draw and their names will be published at www.rexelha.com.au/promotion-winners on 8th June 2020.

General

21. If this promotion is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in their 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.
22. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserve the right, in their sole discretion, to disqualify any Eligible Entrant who the Promoters have 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. The Promoters reserve any rights they may have to recover damages or other compensation from any Eligible Entrant.
23. Failure by the Promoters to enforce any of their rights at any time does not constitute a waiver of those rights.
24. Nothing in these Terms & Conditions of Entry has the effect of limiting, excluding or modifying any rights that cannot by law be excluded, including any statutory consumer guarantees provided by the Trade promotion and Consumer Act 2010 (Cth) or similar consumer protection laws in the States and Territories of Australia.
25. Except for any liability or terms that cannot by law be excluded, to the maximum extent permitted by law the Winner releases the Promoters and their associates from, and the Promoters exclude:
 - (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 this trade promotion, these Terms & Conditions of Entry, or the enjoyment of any part of a Prize, including, without limitation, any loss or liability arising in any way out of:
 - (i) any technical difficulties or equipment malfunction (whether or not under the Promoters' control);
 - (ii) any theft, unauthorised access or third party interference;
 - (iii) any variation in prizes from that stated in these Terms & Conditions of Entry;
 - (iv) any change in the value of a prize before the draw date or its collection or redemption;
 - (v) any tax liability incurred by an Eligible Entrant, Drawn Winner, or Winner; 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 prize; and
 - (d) all liability to any person (including an Eligible Entrant, Drawn Winner, Winner or any other customer or potential customer of the Promoters) 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 of Entry.
26. Each provision of these Terms & Conditions of Entry is severable and independent. If all or any part of a provision of these Terms & Conditions of Entry 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.