

## Rexel Tools 4 Tradies promotion (Special 14-30 Sep)

### Agreement to these T&Cs

1. Information on how to enter, dates and rewards 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 Rexel Holdings Australia Pty Limited (ABN 17 081 022 068) of Level 2, Building 1, Riverview Business Park, 3 Richardson Place, North Ryde NSW 2113 (**Rexel**).
4. The **Promotion Period** is from 12.01 am AEST on 1 August 2020 until 11.59pm AEST on 30 September 2020. Special update promo from 14<sup>th</sup> September to 30 September only.

### Eligibility to claim

5. Subject to clause 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 (as defined below);
  - (c) the customer does not have any monies overdue to Rexel at the earlier of (i) redemption of the token(s); and (ii) close of business on the last day of the Promotion Period; and
  - (d) the customer has registered for a webstore account with Rexel.
6. Excluded from participating in this promotion are:
  - (a) local, state and federal government departments and authorities;
  - (b) customers who make purchases other than on a trade account or a credit account with a Participating Rexel Branch;
  - (c) 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; and
  - (d) any customers that trade with Rexel on period contracts;
  - (e) any customers that are purchasing a project volume of goods; and
  - (f) other key account customers (as determined by Rexel in its absolute discretion).
7. An Eligible Claimant that makes a successful reward claim consents 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. The Eligible Claimant must upon request provide to Rexel written consent of either:
  - (i) where the Eligible Claimant is a person, them self; or
  - (ii) where the Eligible Claimant is not a person, a person who is an owner, officer or employee of the Eligible Claimant, who must also provide their written consent.
8. Before receiving any reward, the Eligible Claimant must, upon request, provide Rexel a written deed of release in favour of Rexel (including its related bodies corporate) and its officers, employees and the reward supplier on terms no less favourable to Rexel than the terms of these Terms & Conditions, particularly clause 29.
9. 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 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 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 Claimant.

By written notice to Rexel at any time, Eligible Claimants may request access to 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/legal-information/](http://www.rexelha.com.au/legal-information/).
10. 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.
11. By written notice to Rexel at any time, Eligible Claimants may request to opt out of the promotion.

## How to claim:

12. Token(s) will be awarded to Eligible Claimants for making Qualifying Purchases (as defined below) in accordance with these Terms and Conditions.
13. The Eligible Claimant will be eligible to receive token(s) for undertaking the following:
  - (a) the Eligible Claimant must purchase Legrand products (**Qualifying Products**), in one transaction, with a total invoice value of \$500 (special promotion value) or more (excluding GST), via their valid trade account or credit account at a Participating Rexel Branch (as defined below);
  - (b) the transaction must be completed during the Promotion Period, maximum of 5 tokens per month a total of 10 tokens can be received during the promotional period; and
  - (c) the transaction must be completed via the following physical or online branches (each a **Participating Rexel Branch**): Rexel or [www.rexel.com.au](http://www.rexel.com.au); John R. Turk or [www.jrt.com.au](http://www.jrt.com.au); Lear Smith or [www.learsmith.com.au](http://www.learsmith.com.au); or Ideal Electrical or [www.idealelectrical.com](http://www.idealelectrical.com) (**Qualifying Purchase**).
14. To obtain token(s), the Eligible Claimant must have a valid webstore account with either [www.rexel.com.au](http://www.rexel.com.au); [www.jrt.com.au](http://www.jrt.com.au); [www.learsmith.com.au](http://www.learsmith.com.au); or [www.idealelectrical.com](http://www.idealelectrical.com). If they do not have a valid webstore account they need to register for one via the aforementioned websites. Once the Eligible Claimant has a valid webstore account, they will receive token(s) for making Qualifying Purchases after the account has been validated. The Eligible Claimant will receive an email after registering for an account.
15. Each Eligible Claimant can receive token(s) for a maximum of five (5) Qualifying Purchases per month. Tokens will only be awarded for the first five (5) Qualifying Purchases made by the Eligible Claimant per month (Aug & Sep 2020), during the Promotion Period, as determined by Rexel. The maximum number of tokens that any Eligible Claimant will receive regardless of the number of Qualifying Purchases is 10 during the promotional period of 1 Aug to 30 Sep 2020.
16. The Eligible Claimant will be entitled to receive a number of token(s) according to the Qualifying Purchase amount made as follows: (Special promotion value)
  - (a) amount between \$500 and \$999 (ex. GST) - 1 token;
  - (b) amount between \$1,000 and \$1,499 (ex. GST) – 2 tokens;
  - (c) amount between \$1,500 and \$1,999 (ex. GST) – 3 tokens;
  - (d) amount between \$2,000 and \$2,499 (ex. GST) – 4 tokens;
  - (e) amount of \$2,500 or more (ex. GST) – 5 tokens only.
17. To claim reward(s), the Eligible Claimant must visit their online webstore (as identified in paragraph 14), by 14 October 2020, and follow the instructions. The Eligible Claimant may claim reward(s) provided they have sufficient token(s) in their account. The number of tokens required for each reward are set out below in clause 20. Tokens not redeemed for rewards by 14 October 2020 will become invalid.
18. 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.
19. Any token(s) awarded will be invalidated for returned products on a pro rata basis.

## Rewards

20. The type of rewards and number of tokens required for each reward are set out below

Makita 18V Rechargeable Flashlight – 1 token
Makita 18V 3.0Ah Li-Ion Battery – 1 token
Makita 18V Single Port Optimum Charger – 2 tokens
Makita 18V Portable Bluetooth Speaker – 2 tokens
Makita Self Levelling Crossline Laser – 2 tokens
Makita 18V Mobile LED Work Light – 3 tokens
Makita 18V Mobile Brushless Heavy Duty Hammer Driver Drill – 3 tokens
Makita 18V Mobile Multi-tool – 3 tokens
Makita 18V Mobile Brushless 4-Mode Impact Driver – 4 tokens
Makita 18V Mobile Brushless 125mm Slide Switch Angle Grinder – 4 tokens
Makita 18V Brushless 165mm Circular Saw – 4 tokens
Makita 18V Mobile Brushless 1/2" Impact Wrench – 5 tokens
Makita 18V Mobile Brushless Recipro Saw – 5 tokens
Makita 18V Mobile 2 Piece Combo Kit – 5 tokens

The total prize pool available is valued at \$120,000. Once tokens have been redeemed for goods that meet that value, all tokens will be invalidated.

### **Reward Conditions**

21. Tax implications may arise for the claimant for claiming a reward. Claimants should seek independent financial advice prior to accepting a reward.
22. If a reward is wholly or partly unavailable, Rexel may, in its absolute discretion, substitute all or part of the reward with a benefit of equal or greater value.
23. Rewards and tokens, including any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless specified otherwise. Each Eligible Claimant must arrange for the collection or redemption of the reward as notified by Rexel within a reasonable time. The address for collection will be in Australia. If a reward is not collected or redeemed within a reasonable time, then Rexel may treat the reward as abandoned and forfeited by the claimant, and may dispose of that reward as Rexel decides in its absolute discretion. By entering the promotion, the Eligible 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 reward.
24. Eligible Claimants should allow up to 28 NSW business days of being advised that they have received a reward.

### **General**

25. If this 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, fraud, government or semi-government lockdowns or restrictions (including due to epidemics or pandemics), Rexel reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the promotion.
26. Rexel reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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.
27. Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights.
28. 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.
29. 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 reward, 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 reward;
    - (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 reward 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 reward; 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 promotion, and these Terms & Conditions.
30. 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.
31. Rexel will not enter into any correspondence with customers with respect to their eligibility for a reward.