

Terms & Conditions of Entry

Rexel Trade Promotion - 'Christmas Comes Early Clipsal Online Promotion'

Agreement to these T&Cs

1. By participating in this promotion, you agree to these Terms & Conditions, which contain information, including, on how to claim, dates, and prize(s).
2. To the extent of any inconsistency between these Terms & Conditions and any other document, implied terms or representation about this promotion, these Terms & Conditions prevail.

This promotion - Overview

3. The Promoter of this trade promotion is Rexel Holdings Australia Pty Limited (ACN 081 022 068) of Level 2, Building 1, Riverview Business Park, 3 Richardson Place, North Ryde NSW 2113, as disclosed agent for its wholly owned subsidiaries, Rexel Electrical Supplies Pty Ltd (ACN 000 437 758) and Australian Regional Wholesalers Pty Limited (ACN 011 009 064) (together, **Rexel**).
4. The **Promotion Period** is from 12.01 am AEST on 30th August 2021 until 11.59pm AEDST on 31st October 2021. All times and dates throughout these Terms and Conditions are based on AEST or AEDST, when applicable in Sydney.
5. The random prize draws for the (36) thirty-six \$1,000 virtual Visa Cards will be for each period as detailed below during the Promotion Period. Draws will take place at the Promoter's office at 12pm. The winners will be notified by email and published at www.rexelha.com.au (**Website**) on the dates indicated below.

Period	Drawn	Publication Date
30 th August – 5 th September 2021	1. Wed 8 th September 2021 – 4 prizes	Thurs 9 th September 2021
6 th September - 12 th September 2021	2. Wed 15 th September 2021 – 4 prizes	Thurs 16 th September 2021
13 th September – 19 th September 2021	3. Wed 22 nd September 2021 – 4 prizes	Thurs 23 rd September 2021
20 th September – 26 th September 2021	4. Wed 29 th September 2021– 4 prizes	Thurs 30 th September 2021
27 th September – 3 rd October 2021	5. Wed 6 th October 2021 – 4 prizes	Thurs 7 th October 2021
4 th October – 10 th October 2021	6. Wed 13 th October 2021 – 4 prizes	Thurs 14 th October 2021
11 th October – 17 th October 2021	7. Wed 20 th October 2021 – 4 prizes	Thurs 21 st October 2021
18 th October– 24 th October 2021	8. Wed 27 th October 2021 – 4 prizes	Thurs 28 th October 2021
25 th October– 31 st October 2021	9. Wed 3 rd November 2021 – 4 prizes	Thurs 4 th November 2021

The draw for any unclaimed prizes that have been won will take place on the 4th February 2022 at the same place and time as the original draws, subject to any regulatory authority approval. Winners, if any, will be notified by email and published on the Website on the 10th February 2022.

Eligibility to Enter

6. Excluded from participating in this this promotion are:
 - (a) local, state and federal government departments and authorities; and
 - (b) customers who make purchases other than on a trade account or a credit account with a Participating Rexel Branch; and
 - (c) any customers that trade with Rexel on period contracts; and
 - (d) any customers that are purchasing a project volume of goods; and

- (e) other key account customers (as determined by Rexel in its absolute discretion); and
 - (f) employees (and their immediate family members) of any Rexel company (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. In addition to clause 5 above, entry is only open to a customer who meets all of the following criteria (**Eligible Entrant**):
- (a) 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); and
 - (c) the customer does not have any monies overdue to Rexel at the time of the promotion that; and
 - (d) the customer has registered for a webstore account with Rexel.
8. Where an Eligible Entrant is an employee of a customer (rather than the business owner themselves), the Eligible Entrant represents that they are authorised by their employer to claim the Prize and will comply with any gift and entertainment policy of their employer.
9. 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 an Eligible Entrant.
10. By written notice to Rexel at any time, an Eligible Entrant may request to opt-out of the promotion.
11. Before receiving any Prize, the Eligible Entrant must, upon request, provide Rexel a written deed of release in favour of Rexel and its officers, employees and the Prize supplier on terms no less favourable to Rexel than the terms of these Terms & Conditions.
12. The Eligible Entrant consents to Rexel interviewing and photographing them and using their name, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting Rexel, the Qualifying Products as defined below and the supplier of the Qualifying Products. The Eligible Entrant must upon request provide Rexel with this consent in writing.
13. Rexel may collect personal information to conduct this promotion. Each Eligible Entrant 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.
14. 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 <http://www.rexelha.com.au/privacy/>.

How to Enter

15. An Eligible Entrant will be able to enter by making a Qualifying Purchase online only at a Participating Branch (each as defined below) during the Promotion Period. In store purchases do not qualify.
16. A Qualifying Purchase occurs when an Eligible Entrant purchases Clipsal Schneider products, in one transaction, with a total invoice value of \$500 or more (excluding GST), via their trade account or credit account online at a Participating Rexel Branch which counts as one (1) Qualifying Purchase if made online. Additional entries will be given on a pro-rata basis for each multiple of \$500 or more (excluding GST) purchases of Clipsal Schneider products. For example, if, in one transaction, the total order value is \$1,500 (excluding GST), then that counts as three (3) Qualifying Purchases and three (3) entries.
17. A Participating Branch is any of the following online stores where the customer's account was initially opened in Australia - www.rexel.com.au; www.jrt.com.au; www.learsmith.com.au and www.idealelectrical.com.
18. To obtain entries, the Eligible Entrant must have a valid webstore account. If the Eligible Entrant does not have a valid webstore account they must first register for one at their relevant online branch. Once the Eligible Entrant has a webstore account, they will receive

entries for making Qualifying Purchases after the account has been validated. The Eligible Entrant will receive an email after registering for an account.

19. Eligible Entrants can have unlimited entries.
20. The prizes are a total of thirty six (36) \$1,000 virtual Visa cards. The first four (4) eligible entries drawn in each draw will win a prize.
21. The prize draws will take place at Rexel Holdings Australia Pty Limited (ACN 081 022 068) of Level 2, Building 1, Riverview Business Park, 3 Richardson Place, North Ryde NSW 2113 on the dates indicated above.
22. The prizes will be sent to the winner's relevant Primary Contact email address attached to their online account.

General

23. 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 affected promotion, subject to any directions from a regulatory authority.
24. Rexel reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Eligible Entrant (or entrant) 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 Entrant.
25. Tax implications may arise for the Eligible Entrant for receiving a prize. Eligible Entrants should seek independent financial advice prior to accepting a prize.
26. If a prize is wholly or partly unavailable, Rexel may, in its absolute discretion, substitute all or part of the prize or with a prize to equal or greater value, subject to any directions from a regulatory authority.
27. Prize(s), including any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
28. Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights.
29. 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.
30. Except for any liability or terms that cannot by law be excluded, to the maximum extent permitted by law each entrant releases Rexel and its associates from, and Rexel excludes:
 - i. all implied terms;
 - ii. all liability for any reason, by way of indemnity, contract, tort (including negligence) or any other legal theory;
 - iii. 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 Prize, including, without limitation, any loss or liability arising in any way out of:
 - iv. any technical difficulties or equipment malfunction (whether or not under Rexel's control);
 - v. any theft, unauthorised access or third party interference;
 - vi. any variation in the gift value in these Terms & Conditions;
 - vii. any change in the value of a prize;
 - viii. any tax liability incurred by an Eligible Entrant;
 - ix. 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
 - x. any death, personal injury or property damaged resulting from or connected with taking or using any part of a prize; and
 - xi. all liability to any person (including an Eligible Entrant, 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.

31. 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.
32. Rexel's decision is final in respect of all matters pertaining to this promotion. Rexel will not enter into any correspondence with customers with respect to their eligibility for a prize.

Permit Approvals: ACT TP21/01868; SA T21/1246; NSW APP/00604