

## **“REXEL STAY CONNECTED APPLE WATCH PROMOTION – GAME OF CHANCE PROMOTION TERMS AND CONDITIONS**

1. Information on how to participate and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer, unless specified otherwise by the Promoter.
2. The promoter of this Rexel Stay Connected Promotion (**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**).
3. The “Promotion Period” is from 12.01am AEST on 4 September 2023 until 11.59pm AEST on 30 September 2023.
4. Excluded from participating in this Promotion are:
  - local, state and federal government departments and authorities; and
  - customers who make purchases other than on a trade account or a credit account with a Participating Rexel Branch;
  - any customers that trade with Rexel on period contracts; and
  - any customers that are purchasing a project volume of goods; and
  - other key account customers (as determined by Rexel at its absolute discretion); and
  - 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).
5. In addition to clause 4 above and subject to clause 6, the Promotion is only open to a customer who meets all of the following criteria (**Eligible Customer**):
  - the customer is registered as a business in Australia, and in the case of an individual, is over 18 years of age; and
  - the customer operates a trade account or credit account with a Participating Rexel Australia Branch (as defined in clause 12); and
  - the customer does not have any monies overdue to Rexel at the time of making a prize claim; and
  - all orders need to be invoiced within the calendar month in which the order was originally placed, except in the case of back orders, which need to be invoiced within 7 days of the end of the calendar month when the original order was placed, to be eligible to receive the prize.

6. Only one (1) person is entitled to receive the reward on behalf of an Eligible Customer (**Eligible Participant**). Eligible Participants must be:
  - (a) 18 years or over and a resident of Australia; and
  - (b) employed by and the primary contact of their Eligible Customer; and
  - (c) authorised to receive the prize on behalf of their Eligible Customer; and
  - (d) compliant with any gift/prize and entertainment policy of their employer.
7. If there is a dispute as to the identity of an Eligible Customer or Eligible Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of an Eligible Customer or Eligible Participant.
8. Before receiving any prize, the Eligible Participant and/or Eligible Customer, must, upon request, provide Rexel with 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.
9. The Eligible Participant 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 Participant must upon request provide Rexel with this consent in writing.
10. Eligible Participants and/or Eligible Customers will be able to receive an entry for making the Qualifying Purchase (as defined in clause 11) during the Promotion Period. Orders need to be invoiced. Each invoice entries are capped at 20 entries.
11. The Eligible Customer must purchase any Clipsal Schneider products (**Qualifying Products**), with a total cumulative invoice value of \$500 or more (excluding GST), via their valid trade account or credit account at a Participating Rexel online web store, as defined in clause 12 (**Qualifying Purchase**). Purchases of Qualifying Products must be made at one (1) of the participating web stores and cannot be combined with other stores.
12. There is no limit to how many invoices can be included to achieve the Qualifying Purchase. The transaction(s) must be completed during the Promotion Period, except in the case of back orders, which must be completed within seven (7) days of the end of the calendar month when the original order was placed. The transaction(s) must be completed via the following participating online web stores as follows: Rexel at [www.rexel.com.au](http://www.rexel.com.au); J.R. Turks at [www.jrt.com.au](http://www.jrt.com.au); Lear Smith at [www.learsmith.com.au](http://www.learsmith.com.au); or Ideal Electrical at [www.ideallectrical.com](http://www.ideallectrical.com).
13. Orders entered by Rexel Australia employees for customers via the Rep Portal are ineligible and will be excluded from a customer's cumulative spend.
14. To be eligible to receive a prize, the Eligible Customer must have a valid account and the Eligible Participant who is entitled to an entry must be the primary

contact for the valid account. If the Eligible Customer does not have a valid account, they must first register for one. Once the Eligible Customer has an account, the Eligible Participant will receive an entry in the draw for making the Qualifying Purchase after the account has been validated and verified in accordance with these Terms and Conditions. The Eligible Customer will receive an email after registering for an account.

15. The draw will take place at the Promoter's office at 12pm on 12<sup>th</sup>, 19<sup>th</sup>, 26<sup>th</sup> September and 4<sup>th</sup> October 2023. The winners will be notified by email within two (2) NSW working days of the draw and published at [www.rexelha.com.au](http://www.rexelha.com.au) (**Website**) by 14<sup>th</sup> October 2023.
16. The first two valid entries each prize drawn week (stated in 15) will win one (1) each Apple Watch Ultra RRP \$1,299
17. The draw for any unclaimed prize will take place at the same place and time as the original draw on 15<sup>th</sup> October 2023, subject to any directions from a regulatory authority. The winner, if any, will be notified by email and published at the Website on 22<sup>nd</sup> October 2023.
18. Limit of one (1) prize per Eligible Customer, except where otherwise authorised by Rexel in its absolute discretion. If an Eligible Customer has more than one (1) Eligible Participant, then only the first Eligible Participant connected to an account held by the Eligible Customer who achieves the purchase requirement will receive an entry.
19. Any prize entitlement will be assessed by Rexel and may be invalidated for returned products on a pro-rata basis. Eligibility to receive any entry for purchases not made during the Promotion Period will be invalid, except as otherwise specified.
20. Tax implications may arise for the Eligible Customer or Eligible Participant for receiving a prize. Eligible Customers and Eligible Participants should seek independent financial advice prior to accepting a prize.
21. Prize(s) are not transferable or exchangeable and cannot be taken as cash.
22. Eligible Participants should allow up to 28 business days of being advised that they have been validated to receive a reward.
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.

24. The Promoter's decision is final, and no correspondence will be entered into.
25. If the prize, or any part of a prize, is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equivalent value and/or specification, subject to any directions from a regulatory authority.
26. If for any reason the Eligible Participant does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
27. The Promoter reserves the right, at any time, to verify the validity of purchases and eligibility to receive rewards, and Eligible Customers and Eligible Participants (including an Eligible Customer's or Eligible Participant's identity, age and place of residence and employment, as the case requires) and to disqualify any Eligible Participant or Eligible Customer that submits or makes a claim for a prize or participates in a way that is not in accordance with these Terms and Conditions or that tampers with the claim/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.
28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ('Non-Excludable Guarantees'). Except for any liability that cannot by law be excluded, including under the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry/claim or prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Participant or their employer; or (f) the prize.
30. The Promoter collects the personal information of Eligible Participants in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers

and offer suppliers. Eligible Participant's details will also be handled in accordance with the Promoter's privacy policy available at [rexelha.com.au/privacy/](http://rexelha.com.au/privacy/). Participation is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Participant. Eligible Participants should direct any request to opt out, access, update or correct information to the Promoter. All entries/claims become the property of the Promoter.