

# We've missed you Offer

## Terms & Conditions

### Agreement to these Terms & Conditions

1. By participating in this promotion, you agree to these Terms & Conditions, which contain information, including on how to claim, dates, and reward(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 the "We've missed you" 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**).
4. The Promotion Period runs for three months starting from Month 1 and ending on Month 3 as outlined in our email. All times and dates referenced throughout these Terms and Conditions will be based on Sydney local time, which will be either AEST or AEDST depending upon the date and time.

### Eligibility to claim

5. Notwithstanding any eligibility under clause 6 below, the following persons are not Eligible Claimants:
  1. local, state and federal government departments and authorities; customers who make purchases other than on a trade account or a credit account with a Participating Rexel Branch;
  2. any customers that trade with Rexel on period contracts;
  3. any customers that are purchasing a project volume of goods;
  4. other key account customers (as determined by Rexel at its absolute discretion);
  5. persons who reside in a jurisdiction where the Promoter is not authorised by a relevant authority to run the promotion; and
  6. 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).
6. In addition to clause 5 above, claiming is only open to a customer who meets all of the following criteria (**Eligible Claimant**):
  1. the customer is over 18 years of age; and
  2. the customer operates a trade account or credit account with a Participating Rexel Branch (as defined in paragraph 15(3) below); and
  3. the customer does not have any monies overdue to Rexel at the time of making an e-gift card claim; and
  4. the customer has registered for a webstore account with Rexel; and
  5. 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 e-gift card reward.

7. The Reward will be delivered to the Primary Contact of the Account
8. Notwithstanding clause 7, each trade account will only be eligible for 1 Reward per promotional month.
9. If there is a dispute as to the identity of an Eligible Claimant, the Promoter reserves the right, in its

absolute discretion, to determine the identity of an Eligible Claimant.

10. By written notice to Rexel at any time, an Eligible Claimant may request to opt out of the promotion.
11. Before receiving any reward, the Eligible Claimant must, upon request, provide Rexel a written deed of release in favour of Rexel and its officers, employees and the reward supplier on terms no less favourable to Rexel than the terms of these Terms & Conditions.
12. The Eligible Claimant 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 Claimant must upon request provide Rexel with this consent in writing.
13. Rexel may collect personal information to conduct this promotion. Each person participating in the Promotion, whether an Eligible Claimant or otherwise, consents to Rexel using any personal information (including names and contact information) held by Rexel to conduct promotion, including consenting to:
  1. 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
  2. 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 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 <http://www.rexelha.com.au/privacy/>.

#### How to claim

15. Eligible Claimants will be able to claim e-gift cards rewards for making Qualifying Purchases (as defined in paragraph 16 below) during the relevant Promotion Period.
16. The Eligible Claimant will be eligible to receive reward(s) for undertaking the following, which is defined as a “**Qualifying Purchase**”:
  1. Where the spend on products in **Month 1 is over \$250 + GST** via trade account or credit account online or instore for goods that are in stock only (not on backorder), the eligible claimant will be entitled to receive one (1) a **\$50 virtual gift card**. The virtual gift card will be sent by email to the primary contact of the relevant account, 10 business days after the end of month 1.
  2. Where the spend on products in **Month 2 is over \$500 + GST** via trade account or credit account online or instore for goods that are in stock only (not on backorder), the eligible claimant will be entitled to receive one (1) a **\$75 virtual gift card**. The virtual gift card will be sent by email to the primary contact of the relevant account, 10 business days after the end of month 2.
  3. Where the spend on products in **Month 3 is over \$750 + GST** via trade account or credit account online or instore for goods that are in stock only (not on backorder), the eligible claimant will be entitled to receive one (1) a **\$100 virtual gift card**. The virtual gift card will be sent by email to the primary contact of the relevant account, 10 business days after the end of month 3.
  4. Transactions must be invoiced within seven (7) days of the end of the calendar month following the month in which the order was placed; and
  5. Orders entered for customers by Rexel Australia employees via the Rep Portal are ineligible.
17. Rexel takes no responsibility should the e-gift card fail to reach the inbox of the primary contact for reasons outside of its control.
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 reward claims will be invalidated for returned products on a pro rata basis. Any claim for rewards for purchases not made during the relevant Promotion Period, will become invalid.
20. Tax implications may arise for the Eligible Claimant for claiming an e-gift card reward. By claiming an e-gift card, the Eligible Claimant acknowledges that the receipt by their business of e-gift cards under

the promotion constitutes an adjustment event for GST purposes and should be reflected in their business accounting records. Claimants should seek independent financial advice prior to accepting an e-gift card reward.

21. If a reward is wholly or partly unavailable, Rexel may, in its absolute discretion, substitute all or part of the reward with a benefit to equal or greater value.
22. Reward(s), including any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
23. Eligible Claimants should allow up to 28 NSW business days of being advised that they have been validated to receive a reward.
24. 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.
25. 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/claim 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.
26. Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights.
27. 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.
28. 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:
  1. all implied terms;
  2. all liability for any reason, by way of indemnity, contract, tort (including negligence) or any other legal theory;
  3. 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 reward 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
  4. 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.
29. 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.

30. Rexel will not enter into any correspondence with customers with respect to their eligibility for a reward.