

# Club Clipsal Terms & Conditions

## 1 Introduction

- 1.1 These Terms form the basis of Club Clipsal. They are intended to protect both Members and Schneider Electric (otherwise referred to as 'Schneider'). It is the Member's responsibility to read and understand them.
- 1.2 These Terms are effective as at the date specified above and may be amended by Schneider Electric from time to time. The current Terms are those available at this website. Members will be provided with the opportunity to review these Terms at the time of joining Club Clipsal.
- 1.3 Every Member is bound by these Terms.

## 2 Definitions

- 2.1 In these Terms unless the context otherwise requires:

**'Accredited'** means an Electrician who is fully qualified to undertake electrical services in Australia.

**'Active Member'** at a point in time, means a Member who has earned Club Clipsal points (excluding any transfer of Points to or from another Member) on their Membership Account within the previous consecutive 12 whole month period from that point in time;

**'Active Employee Member'** at a point in time, means a Member who has either entered a Competition or availed of a Member Benefit on their Membership Account within the previous consecutive 12 whole month period from that point in time;

**'Available Balance'** means points which are available to be redeemed by a Member;

**'Benefits'** means any of the facilities, discounts, competitions, offers, services or arrangements offered or available to a Member as a result of membership in Club Clipsal including earning and redeeming Points and Rewards;

**'Business Owner'** means an electrical contracting business providing the services of accredited electricians with an ABN .

**'Clipsal.com/club-clipsal'** means this internet site;

**'Club Clipsal'** means the rewards program operated by Schneider Electric;

**'Club Clipsal Points'** has the same meaning as Points (as defined below);

**'Club Clipsal Rewards Centre'** means a centre operated by or on behalf of Schneider Electric where membership information is processed and/or Club Clipsal is administered;

**'Club Clipsal Rewards Store'** means the service through which Members may obtain retail goods or services or vouchers or gift cards by redeeming Club Clipsal Points in accordance with these Terms and the Store Terms;

**'iCat App'** means a mobile application through which Members may register for the program, access their Membership Account and undertake a range of other activities;

**'Member'** means the owner of a Business which has joined Club Clipsal.

**"Member's Employee"** means any employees of a Member.

**'Membership'** means membership of Club Clipsal;

**'Membership Account'** means the record of a Member's Membership, which is available to the Member online at Clipsal.com/club-clipsal;

**"Participating Hub Member"** means a participating switchboard builder.

**"Participating Wholesaler"** means a wholesaler that is participating in this Club Clipsal Program where the Member may purchase Clipsal or Schneider Electric branded products.

**'Points' or 'Club Clipsal Points'** means reward points awarded to Members in Club Clipsal pursuant to these Terms unless otherwise stated;

**'Rewards'**

**'Sales Data'** means Member ABN, Participating Wholesaler name, wholesaler account number, customer name, customer last name, state, product group, description, total spend ex GST, date for transactions, company name in data base.

**'Schneider Electric'** means Schneider Electric (Australia) Pty Limited ABN 42 004 969 304

**'Status Credits'** means the points earned when a Member meets certain criteria for amount of Schneider Electric and Clipsal products purchased from Participating Wholesalers and number of employees the Member employs as set out in the Schedule.

**'Terms'** means these Club Clipsal Terms;

**'Tier or Tiers'** means the status that Members are allocated based on a combination of their annual spend and the number of employees their business has.

### **3 Changes to Club Clipsal**

- 3.1 Subject to clause 3.2, Schneider Electric reserves the right to make any changes (whether material or otherwise) to Club Clipsal, the Terms and the Rewards or Benefits offered, including changes to:
- (a) the ways in which Club Clipsal Points are earned and redeemed;
  - (b) point earning and redeeming rates;
  - (c) Rewards or Benefits, including the continued availability of Rewards or Benefits;
  - (d) Reward restrictions or conditions;
  - (e) the expiry of accrued Club Clipsal Points;
  - (f) the eligibility of certain groups (e.g., Employees) to be able to participate in the Club Clipsal program
  - (g) to the parties included as Wholesalers, or the products and services offered by any of those parties on which bonus Club Clipsal Points may be earned;
  - (h) any Wholesaler participation including restrictions on earning and/or redeeming Club Clipsal Points, cancellations, Point earning and redemption levels, Rewards or Benefits; and
  - (i) any Schneider Electric products or services.
- 3.2 Schneider Electric will use best efforts to advise Members of material changes to these Terms and, where such changes will limit Benefits to give Members at least one month's notice;
- 3.3 Without limiting clause 3 in any way, Members will be taken to have received the notice referred to in clause 3.2 if Schneider Electric notifies Members of the change by providing notice at the email address provided to Schneider Electric by the Member or, if no valid email address is held by Schneider Electric, by posting details of the changes on [Clipsal.com/club-clipsal](https://clipsal.com/club-clipsal);
- 3.4 If a Reward ceases to be available after it has been redeemed by a Member, Schneider Electric will (at the Member's option) either refund the Club Clipsal Points redeemed by the Member to obtain the Reward or provide an alternative Reward of similar value.

### **4 Termination or Suspension of Club Clipsal Program**

- 4.1 Schneider Electric may terminate or suspend Club Clipsal at any time. Schneider Electric will give at least 90 days notice to Members of such termination or suspension, except if Schneider Electric ceases to operate, in which case Club Clipsal will cease immediately. Schneider Electric will not be liable for any loss incurred by the Member or other consequence arising out of suspension or termination of the Club Clipsal program including (without limitation) or any Points balance not spent in accordance with clause 4.2
- 4.2 If Schneider Electric terminates or suspends Club Clipsal, Members will be able to redeem Club Clipsal Points during the notice period referred to in clause 4.1 in accordance with these Terms, except where Schneider Electric is ceasing to operate as a business and/or has gone into liquidation or other form of administration, in

which case Schneider Electric may terminate or cancel any Rewards or Benefits immediately without notice.

## **5 Membership**

- 5.1 Membership of Club Clipsal is open to all Business owners. If there are a number of owners for any one Business then only one owner can register as a Member for that Business. In addition Member's Employees may also have access to some Benefits as set out in the schedule.
- 5.2 Only one (1) current Australian Business Owner is eligible to register from any one business. Membership is provided once a Member completes their registration on [Clipsal.com/club-clipsal](https://Clipsal.com/club-clipsal).
- 5.3 Each Member may have only one Club Clipsal account. In instances where a Member's Employee also has a Membership Account in their own name. These accounts will be linked, using the Member's ABN.
- 5.4 A Member will be able to fully administer their Membership Account, as well as having the ability to modify any Member's Employee Account that has been associated with their own account. In instances where a Member's Employee no longer works for the Member, the Member will be able to remove that Membership Account from their own account.
- 5.5 Each Member must advise Schneider Electric of any change of name, address, wholesaler account record or other details as soon as practicable after the change. Changes to the mailing address or other details may be made directly online in the customer portal or by contacting the Club Clipsal Rewards Centre. Schneider Electric is not responsible for any failure by a Member to notify Schneider Electric of any changes in accordance with this clause, or for any incorrect changes notified to Schneider Electric.
- 5.6 Members may, at any time, cancel their Membership by providing written notice to Schneider Electric. Upon receipt of a written notice under clause 5.5, Schneider Electric will cancel the relevant Membership and all accumulated Club Clipsal Points in that Member's account will immediately expire. Accordingly, Schneider Electric recommends that Members carefully plan all cancellations to avoid unintentional loss of accumulated Club Clipsal Points.
- 5.7 Upon joining the program, new Members will be placed into the lowest available Tier. Once Members accrue a certain amount of Status Credits, they will automatically be moved up to the Tier that is commensurate with that amount of Status Credits they have accrued based on their spend and number of employees they currently have employed if they are a Business Owner.
- 5.8 Members will receive elevated benefits, having demonstrated their commitment and continued loyalty to Clipsal and Schneider Electric Brands. Once a Member achieves a particular Tier, that Tier and the Benefits associated with being on that Tier will be available to that Member for 12 months from the date they are allocated to that Tier.
- 5.9 If a Member fails to accrue the minimum number of Status Credits required to remain at that Tier during the 12 month period referred to in clause 5.8, they will be downgraded to the Tier based on the number of the Status Credits they have accrued during that 12 month period.

- 5.10 Schneider Electric will at its sole discretion, continue to recognise Members who have shown life time loyalty by giving them a Platinum Plus fixed tier, denoted by a Platinum Plus Badge. The Member selection of Platinum of Platinum Plus Badge is at the sole discretion of Schneider Electric

## **6 Earning Points and Benefits**

- 6.1 By earning Club Clipsal Points or claiming any Benefit, the Member and Member's Employees agree to be bound by the Terms
- 6.2 Member's Employees will not be able to earn points. However, they will still have access to some Benefits, which are outlined in the Schedule.
- 6.3 Club Clipsal accounts and any Available Balance are valid for use only by the Member and are not transferable in any circumstances.
- 6.4 The Member will be solely responsible for any misuse or unauthorised redemption of Club Clipsal Points by the Member's Employees or ex employees or officers or shareholders of the Member and Club Clipsal will not be liable for any such misuse. or unauthorised redemption.

## **7 Member obligations and responsibilities**

- 7.1 Members must not (and ensure their Member's Employees do not) abuse or misuse Club Clipsal, any Rewards or Benefits accorded to the Member as a result of Membership including (but not limited to):
- (a) engaging in illegal or fraudulent activities;
  - (b) supplying or attempting to supply false or misleading information, or making a misrepresentation to Schneider Electric;
  - (c) selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any Reward, Benefit or Club Clipsal Points other than in accordance with these Terms; or
  - (d) any other breach of these Terms.
- 7.2 Each Member is responsible for ensuring that they have sufficient Club Clipsal Points in their Available Balance to redeem for any Reward that they request.
- 7.3 In the event of loss, theft or unauthorised use of a Membership account, it is the Member's responsibility to advise Schneider Electric as soon as possible. The Member is liable for all use of the Membership account until Schneider Electric is notified of the loss, theft or unauthorised use.

## **8 Suspension or Termination of Membership**

- 8.1 If a Member is in breach of any of the Terms, then Schneider Electric may in its absolute discretion, do any one or more of the following:
- (a) suspend or terminate the Member's Membership and/or the right of the Member to use their Club Clipsal Points;
  - (b) reverse or cancel the Member's Club Clipsal Points or any part thereof; or
  - (c) cancel or refuse to honour any Rewards, Benefits or both, that have been redeemed by or provided to the Member or the Member's Employees.

- 8.2 Membership will terminate automatically on the death of a Member. Club Clipsal Points earned but not yet redeemed or transferred prior to the death of the Member will be cancelled. Schneider Electric will close the Member's Club Clipsal account on notification of the Member's death. Schneider Electric will not be liable for any loss or damage whatsoever suffered by any person as a result of such cancellation.
- 8.3 A Member may terminate their participation in Club Clipsal at any time by giving 14 days prior written notice to Schneider Electric.
- 8.4 Schneider Electric will not be liable for any loss incurred by the Member or the Member's Employees arising from termination of the Member's Club Clipsal membership, including without limitation any loss of Available Balance of Points at the time of termination.
- 8.5 Schneider Electric reserves the right to vary, alter or amend any or all parts of Club Clipsal or the rewards.
- 8.6 Club Clipsal is separate and independent from any other promotion or reward programme promoted or supported by Clipsal or Schneider Electric.

## **9 Earning Club Clipsal Points**

- 9.1 Members can earn Club Clipsal Points in several ways:
- (a) Members can *transact* at three (3) Participating Wholesalers and nominate their Participating Wholesaler account numbers that sells Clipsal or Schneider products. In nominating the Participating Wholesalers the Member acknowledges that Schneider Electric may request from that Participating Wholesaler Sales Data from the Participating Wholesaler so that Schneider Electric can calculate the Club Clipsal Points that have been earned. The Points may take up to 60 days after purchase to be applied to a Member's account, provided the Sales Data is supplied by the Participating Wholesalers in a timely manner..
  - (b) Members can complete a specified non-transactional action (such as completing a survey). Points will be credited to their Available Balance.
  - (c) A Member can earn Points in Club Clipsal also by purchasing Clipsal and/or Schneider Electric product from Participating Hub Members. To be eligible to earn Points from participating Hub Members, Generator Members must purchase product containing Clipsal and/or Schneider Electric components and must fully complete a [Hub Claim Sheet](#), sending this to Club Clipsal Team within 60 days of their Hub Member's Invoice date, the Reporting Deadline. At the end of each month, the Member's Claim sheet/Sales Data will be validated/ audited and converted to Points in their Account. The Member must not have monies outstanding with a Participating Hub Member to receive Points.
- 9.2 Club Clipsal cannot be combined with other Clipsal / Schneider Rewards. If a Member chooses to join Club Clipsal as a Member, the Member waives any rewards that the Business currently receives at the date it joins Club Clipsal.
- 9.3 Members participate in Club Clipsal by purchasing Clipsal and Schneider Electric product from Participating Wholesalers. Purchases may exclude 'made to order' and 'specials'. To be eligible to earn Points on these items, special authority needs to be requested from Club Clipsal Team.

- 9.4 Membership to Club Clipsal Points is not open to staff, families or friends of Schneider Electric and associated companies. Nor is it open to groups, trusts, other entities, government departments, agencies, animals or inanimate objects.
- 9.5 Schneider Electric reserves the right to change the rate of points earned and the ways points can be earned at any time.
- 9.6 Except as provided elsewhere in these Terms, or as otherwise specified by Schneider Electric, Points may be credited only to the account of the Member who has processed the eligible transaction or completed a specified action.
- 9.7 Points will not be awarded in relation to any transactions that are cancelled or refunded. Schneider Electric may cancel or deduct any Points that have been awarded in relation to cancelled or refunded transactions.
- 9.8 Except as otherwise provided in these Terms, Points will expire 24 months from the date of being allocated to a Member's account. Within 30 days prior to the Points expiration date, Schneider Electric will notify Members of the number of Points that are about to expire and the expiration date. Points cannot be re-credited once they have expired. Any credits will be at Schneider Electric's complete discretion.
- 9.9 Schneider Electric reserves the right to reverse or cancel any Points credited to a Member incorrectly, or not in accordance with, or in breach of, the Terms at any time.
- 9.10 All Members will be sent a monthly statement by e-mail detailing the Points credited to their Account, along with their opening balance, rewards debited and their closing balance.
- 9.11 Schneider Electric will have access to all Sales Data submitted and authorised by Members and their nominated Participating Wholesalers pursuant to these Terms. Subject to clause 12, Schneider Electric may use such Sales Data to:
- (a) Conduct market analysis;
  - (b) Allocate Points to Members in the Participating Wholesaler's Member Database or from a Hub Partner Claim Sheet; and
  - (c) Verify the Member and Participating Partner's compliance with the Terms.
- 9.12 If a Member:
- (a) returns Clipsal/Schneider Product,
  - (b) does not pay for their Clipsal/Schneider product, or
  - (c) exchanges Clipsal/Schneider Product for non-Clipsal Product,
- Points will be deducted from the Member's Account, to the monetary value originally charged to that Member for that Clipsal/Schneider product and/or account activity may be frozen.
- 9.13 Members must provide all assistance reasonably requested by Schneider Electric to make relevant adjustments to the Sales Data if there are any issues arising from:
- (a) Exchange or return of Clipsal/Schneider Products; or
  - (b) Billing or payment disputes
- 9.14 A Member cannot transfer Club Clipsal Points to another Member.

## **10 Redeeming Club Clipsal Points and Benefits**

- 10.1 Unless otherwise stated, Members will be able to access all the Benefits that are available through the Club Clipsal program, including the redemption of Club Clipsal Points. Member's Employees will only be able to access Benefits that are classified as competitions and offers.
- 10.2 Members will be able to access Benefits in accordance with each Tier in the Club Clipsal Program. Member Tier access will be calculated in accordance with the attached Schedule. Members can also access any Member's Employee Benefit.
- 10.3 Reward availability is limited. The range and types of Rewards will change from time to time without notice at the discretion of Schneider Electric. The Terms applicable to a Reward redemption will be those in force at the time the Club Clipsal Points are redeemed for that Reward.
- 10.4 The number of Club Clipsal Points that must be redeemed in relation to a particular Reward are determined by Schneider Electric. Schneider Electric do not give any warranty or make any representation in relation to the underlying value of any Rewards.
- 10.5 Only points in the Available Balance can be redeemed. Members must have in their account at least the number of Club Clipsal Points required to redeem the chosen Reward at the time the redemption is processed. Club Clipsal may offer a cash portion to make up for a shortage of points from time to time.
- 10.6 Any credit or refund made to a Member under these Terms will be made in Club Clipsal Points. Club Clipsal Points cannot be converted to or exchanged for money.
- 10.7 Each Member acknowledges that:
- (a) the Points that must be redeemed to obtain a Reward may be viewed at the Club Clipsal Store and may be varied prior to redemption of the Reward without advance notice to Members;
  - (b) all reasonable efforts will be made to ensure that information in relation to Rewards is correct, but except as required by certain statutory warranties under consumer protection laws, Schneider Electric accepts no liability for the lack of completeness or correctness of such information;
  - (c) Rewards may be of limited stock;
  - (d) Rewards may be offered for a limited time;
  - (e) Rewards are subject to terms and conditions of their suppliers; and
  - (f) availability of some Rewards may be subject to capacity controls by their suppliers.
  - (g) Once placed, an order cannot be amended or cancelled by the Member.

Other limitations applicable to Rewards may be viewed at the Schneider Electric Rewards Store.



- 10.8 Members redeem Points in order to obtain Rewards at their own discretion. Schneider Electric does not give any warranty or make any representation in relation to the underlying value of any Rewards (other than the face value of vouchers denominated in dollars).
- 10.9 Schneider Electric may at any time and without prior notice to Members withdraw, limit, modify, cancel, increase or decrease:
- (a) any particular Reward;
  - (b) the advertised terms of offer for a Reward; or
  - (c) the quantity of a Reward available for redemption.
- 10.10 Gift cards and vouchers are available as Rewards in Australia or New Zealand by redeeming Points at the levels set out at the Club Clipsal Store for other products and services as determined by Schneider Electric. A gift card or voucher is valid from the date of issue and for the period specified on the gift card or voucher.
- 10.11 Redemptions for gift cards or vouchers may be processed via the Schneider Electric Rewards Store website. It may take up to five business days to issue a gift card or voucher, which will be sent via email to the Member. It is the Member's responsibility to allow sufficient time for the voucher to arrive. A gift card or voucher cannot be exchanged for money or replaced if lost, stolen, damaged or destroyed, and is issued subject to the conditions on the voucher. A gift card or voucher covers only the services described on it.
- 10.12 Schneider Electric reserves the right to cancel an order (or part thereof). The Member will be provided with a full refund for the order (or that part). Subject to the reason for the cancellation, Schneider Electric may offer the Member a substitute reward of equal value instead of providing a refund. The Member may decline to accept the substitute.
- 10.13 It is the Member's obligation to ensure the correct delivery address is provided at the time of ordering. Should the wrong address be provided, Schneider Electric is not obliged to re-send the order to the correct address at Schneider Electric's expense, nor is Schneider Electric liable for any loss to a Member due to incorrect address details being provided by the Member.
- 10.14 While an order may be for multiple reward products, each product may be delivered by a different supplier and be delivered on different dates.
- 10.15 Schneider Electric may disclose any, or all, details associated with lost and replacement reward products to its suppliers and appropriate authorities.
- 10.16 Without limiting the operation of any other Terms, Schneider Electric is not responsible for any loss or damage caused by late delivery or non-delivery of a reward product.
- 10.17 Title and risk in all reward products passes to the recipient upon delivery. Schneider Electric will not accept liability for any loss or damage arising from products lost, stolen or damaged after delivery has taken place.
- 10.18 Schneider Electric accepts no responsibility for:
- (a) Incidental costs (including, but not limited to, those rewards where conditions might apply);

- (b) Any damage or loss of rewards in transit;
  - (c) Installation of rewards where applicable;
  - (d) Damage or injuries arising from the use of rewards; and
  - (e) Provision of accessories, batteries etc. required to obtain full benefit of any rewards.
- 10.19 Schneider Electric recommends that Members under Club Clipsal take out appropriate insurance at their own expense when claiming rewards. Such insurance may include, but is not limited to, transit, travel and delivery insurance.

## **11 Personal and Business Information**

- 11.1 Each Member acknowledges that Schneider Electric collects, uses and discloses Member information including the Sales Data from the Participating Wholesaler and participating Hub Member about their business in order for Schneider Electric to provide the Member with the Benefits and administer Club Clipsal and to undertake the activities further set out in this clause. The information about such use in this clause should be read alongside the Privacy Policy available on the Schneider Electric website which may be found at the following link <https://www.se.com/au/en/about-us/legal/privacy-policy.jsp> which contains more detailed information about how a Member's personal and business information is processed.
- 11.2 If the Member does not provide all or any part of the requested information, the services provided to that Member by Schneider Electric, and the Benefits that the Member receives, may be affected.
- 11.3 Upon becoming a Club Clipsal Member, the Member is deemed to have provided their express consent to Schneider Electric to send marketing communications including by direct mail, telephone, email, SMS, in-app notifications or other digital means.
- 11.4 Schneider Electric may associate and combine data collected from third parties with the Member's personal and business information and use that combined personal and business information to tailor the Member's experience and content, including third party content and otherwise in accordance with these Terms.
- 11.5 The Member can opt out of receiving all or any of these communications:
- (a) for email and digital advertising by updating their email preferences in their profile;
  - (b) for in-app notifications via app preferences; and
  - (c) for SMS messages, by opting out directly from an SMS.
- 11.6 Opting out of these communications will impact Schneider Electric' ability to provide the Member with all the Benefits that would otherwise be available to the Member as part of Membership.

## **12 Release and Indemnity and Liability**

- 12.1 Each Member releases and indemnifies Schneider Electric from and against any liability arising from:
- (a) Any breach of these Terms by the Member
  - (b) Any misuse of the Club Clipsal website by the Member
  - (c) Any other conduct by the Member which entitles Clipsal to terminate the participation

of the Member in Club Clipsal.

12.2 Certain legislation, including the Australian Consumer Law, may imply warranties or conditions or impose guarantees or obligations upon Schneider Electric which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. If these statutory provisions apply, to the extent to which Schneider Electric is entitled to do so, Schneider Electric limits its liability in respect of any claim under the provisions to:

(a) in the case of Products, at Schneider Electric's option:

- (i) the replacement of Products or the supply of equivalent products;
- (ii) the repair of the products;
- (iii) the payment of the cost of replacing the products or of acquiring equivalent products; or
- (iv) the payment of the cost of having the products repaired; and

(b) in the case of services, at Schneider Electric's option:

- (i) the supply of the services again; or
- (ii) the payment of the cost of having the services supplied again.

12.3 Subject to clause 12.1, any liability that Schneider Electric may have to a Member for any loss arising out of these Terms or the operation of Club Clipsal whether for negligence, breach of contract or statute indemnity or otherwise will be limited as follows:

- (a) Schneider Electric will not be liable to a Member for any consequential or indirect loss including but not limited to loss of revenue, loss of profits or data or any other economic loss
- (b) All other liability will be limited to the total value of Points in a Member's Available Balance as at the date the claim arises.

### **13 General**

13.1 Interpretation: In these Terms, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) dollars or '\$' means Australian dollars;
- (c) unless otherwise stated, all dollar amounts include any applicable GST;
- (d) dates or times are Universal Time Code (or GMT) dates or times;
- (e) a reference to 'include' or 'including' means 'including but not limited to'.

13.2 Governing Law: The Terms and membership in Club Clipsal are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia irrespective of where the application for Membership has been completed. In any action or other legal process with respect to any matter or thing in connection with these Terms or Membership the Member submits to the non-exclusive jurisdiction of the State of New South Wales.

- 13.3 If part or all of any clause of these Terms is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and the remaining provisions of these Terms will continue to have full force and effect.
- 13.4 Any liability for Commonwealth, State or other taxes imposed on rewards as a result of Club Clipsal will be the responsibility of the Member. The Member indemnifies the Clipsal for any tax liability accrued due to the Member's membership in Club Clipsal. Members should consult their accountant or tax adviser to ensure that they understand possible tax implications, if any, related to membership and benefits of Club Clipsal., including income tax or fringe benefits tax
- 13.5 Any decision made by Clipsal in the administration of Club Clipsal shall be final and binding on the Member, including in the event of a dispute raised by the Member relating to the Program.
- 13.6 These Terms form the basis of Club Clipsal. It is the Member's responsibility to read and understand them fully. Schneider Electric has made every effort to ensure the information provided in relation to Club Clipsal is accurate and in good faith.
- 13.7 Any failure by Schneider Electric to enforce a particular term or condition set out herein does not constitute a waiver of that term or condition.
- 13.8 No granting of time indulgence or failure to enforce a provision of these Terms shall constitute a waiver by Schneider Electric of the same.

## Schedule

No. of Employees	Business Type	Annual spend/Status credits (SC)						
		Less than	SC for Expert	Between	SC for Elite	Between	SC for Master	Over
1	ST	\$7,500	75	\$7,501 - \$19,000	190	\$19,001 - \$40,000	400	\$40,001
2 to 5	Small	\$19,000	190	\$19,001 - \$41,000	410	\$41,001 - \$80,000	800	\$80,001
6 to 9	Med	\$41,000	410	\$41,001 - \$78,000	780	\$78,001 - \$164,000	1,640	\$164,001
10 to 49	Large	\$72,000	720	\$72,001 - \$163,000	1,630	\$163,001 - \$338,000	3,380	\$338,001
50 to 99	Enterprise	\$284,000	2,840	\$284,001 - \$838,000	8,380	\$838,001 - \$1,269,000	12,690	\$1,269,001
		<b>Crew</b>	<b>Expert</b>		<b>Elite</b>		<b>Master</b>	
<b>Tier</b>								
<b>\$1 spend = 1, 1.25, 1.5 or 2 points (based on tier)</b>					<b>\$100 spend = 1 Status Credit</b>			

Schneider Electric reserves the right to change annual spend / status credit (SC) number of Employees at points multiplier at any time

Member Crew Tier Benefits will be:

- **1 point per \$1 spent**

Member Expert Tier Benefits will be:

- **1.25 points per \$1 spent**

Member Elite Tier Benefits will be:

- **1.5 points per \$1 spent**

Member Master Tier Benefits will be:

- **2 points per \$1 spent**

Member Platinum Plus Benefits will be:

- **2 points per \$1 spent**

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Member Hub Benefits all tiers will be:

- **1 point for every \$4 spent provided (\$ submitted for Hub are not contributed to annual spend and status credits)**

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All Member requested changes to update their Employee size will first be assessed by an approved Club Clipsal Business representative and approved by the either a Partner Program Manager or Club Clipsal Sales Manager before coming into effect.

Member non transactional Benefits will be:

- Ability to participate in member competitions, as made available from time to time via the Club Clipsal Program. Entry to these competitions will be granted upon the satisfactory completion of a short quiz.
- Ability to access a range of always on and limited time third-party retail offers, as made available from time to time via the Club Clipsal Program
- Ability to access a wide range Experiential benefits displayed by Tier on [Clipsal.com/club-clipsal](https://Clipsal.com/club-clipsal) and Icat App

Employee Member Benefits will be:

- Ability to participate in member competitions, as made available from time to time via the Club Clipsal Program. Entry to these competitions will be granted upon the satisfactory completion of a short quiz.
- Ability to access a range of always on and limited time third-party retail offers, as made available from time to time via the Club Clipsal Program