

## MMEM Clipsal Q1 Cash Back Offer

### Terms and Conditions

<b>Promoter</b>	Schneider Electric (Australia) Pty Ltd (ABN 42 004 969 304), 2 Banfield Road, Macquarie Park NSW, 2113.
<b>Who can claim?</b>	Only Australian residents who are aged 18 or over, and who; <ul style="list-style-type: none"> <li>(a) are a business owner of a registered business in Australia with a current ABN; and</li> <li>(b) have an MMEM account number; and</li> <li>(c) are a Club Clipsal Business Owner member with an MMEM wholesaler linked to their account and opted into communications</li> </ul>
<b>Who can't claim?</b>	Directors, officers, management and employees (and their immediate families) of: <ul style="list-style-type: none"> <li>(a) the Promoter;</li> <li>(b) the agencies, companies or participating premises associated with this offer; and</li> <li>(c) Club Clipsal Business owners without an MMEM wholesaler linked to their Club Clipsal account.</li> </ul>
<b>Purchase Period</b>	01/03/2024 to 31/03/24.
<b>Claim Period</b>	9.01am (AEDT) on 01/03/2024 to 11.59pm (AEST) on 31/03/2024 or until 2,600 claims are submitted, whichever is first.
<b>Where will the offer run?</b>	The offer will run in participating MMEM Wholesaler Group stores (including online) ( <b>Outlets</b> ) in Australia.
<b>Qualifying Purchase</b>	A minimum of 25 units of RCBOs ( products RCB E210/30S, RCB E216/30S, RCB E220/30S, RCB E225/30S and RCB E232/30S) across the promotional period.
<b>Claim instructions</b>	<p>You must:</p> <ul style="list-style-type: none"> <li>(a) during the Purchase Period, make a Qualifying Purchase from an Outlet on your MMEM account</li> </ul> <p>If you are one of the first 2,600 claimants to make a Qualifying Purchase, you will receive a \$50 digital gift voucher, while the gift pool lasts.</p> <p>For clarity, for every 25 units purchased over the promotion period , you will receive a \$50 digital gift voucher, up to the maximum value of \$200, and while the gift pool remains.</p> <p>For the avoidance of doubt, a claimant's eligibility for a gift will be determined by reference to the time at which the Qualifying Purchase is submitted to the Promoter, not the time of purchase.</p> <p>In the case of a claimant not having updated Club Clipsal membership details (including name, mobile, email and MMEM nominated wholesaler) they will be disqualified from the promotion.</p> <p>For those who wish to partake in the promotion and who are not a Club Clipsal business owner member, or not an existing Club Clipsal business owner with an MMEM account linked to their account by the 01/03/24, a club registration and validation will need to occur as per the steps below, before you can make a Qualifying Purchase and enter in this promotion:</p> <ol style="list-style-type: none"> <li>1. Sign up to Club at <a href="https://www.clipsal.com/register">https://www.clipsal.com/register</a></li> <li>2. Once logged in, click into the Club rewards platform and select up to 3 Wholesalers to link to the account to begin accumulating reward points</li> <li>3. Be opted into Schneider Electric/ Clipsal communications</li> </ol> <p>Once the above process has been completed, a system update between MMEM and Schneider Electric accounts will occur, this will take a minimum of 48 hours. Following such time, the new Club Clipsal Business owner will be able to make eligible purchases and enter in this promotion.</p>

	Any customer enquires can be shared with club.clipsal@se.com
<b>Gifts</b>	<p>There are up to 2,600 gifts available.</p> <p>Each gift is a cash back awarded as a \$50 digital gift voucher. Max 4 gifts (total max up to \$200 in digital gift voucher) per claimant.</p> <p>Any ancillary costs associated with redeeming the digital gift voucher are not included. Redemption of the digital gift voucher is subject to the terms and conditions associated with the digital gift voucher .</p>
<b>Total gift pool</b>	The total cash back gift pool is \$130,000.
<b>How many times can I claim?</b>	You can claim a maximum of 4 gifts, up to a total of \$200 worth of digital gift vouchers. For every purchase of 25 units you will receive a \$50 digital gift voucher, up until the maximum value of \$200, while the gift pool remains.
<b>How and when will successful claimant/s be informed?</b>	You will receive email confirmation that your digital voucher is available in your Club Clipsal rewards store via offers@mail.rewards.clipsal.com. Claimants are required to log into the Club Clipsal reward program to redeem their digital gift voucher. Valid claimants will receive their digital gift voucher in the rewards platform within 2 business days of making an Eligible Purchase during the Purchase Period.
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all claims:</p> <ul style="list-style-type: none"> <li>original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify all of your claims and you will lose any right to a gift.</p> <p>Proof of purchase must be identical to that provided by you with your claim.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a gift.</p>
<b>Collection and use of your personal information</b>	<p>By submitting a claim, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the offer. The Promoter may disclose your personal information to its related companies, to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities to assist in conducting this offer, communicating with you or storing data.</p> <p>By claiming, you consent to the Promoter keeping your personal information on its database to use for future marketing , publicity, research and profiling purposes , including contacting you by electronic messaging. By claiming, you consent to receive email or SMS messages from the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia . By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles.</p> <p>The Promoter's Privacy Policy (<a href="https://www.se.com/au/en/about-us/legal/privacy-policy.jsp">https://www.se.com/au/en/about-us/legal/privacy-policy.jsp</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

#### Claim

- 2 Your claim must be received during the Claim Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your claim. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with claiming. You may only claim in own name & not on

behalf of anyone else. If you claim using automatically generated claims or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### **Gifts**

- 3 Gifts must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gifts are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.

### **General**

- 5 If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim (or at the Promoter's discretion, all of your claims) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your claims (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 6 You must not:
- (a) tamper with the claim process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this offer;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 If any dispute arises between you and the Promoter concerning the conduct of this offer or claiming a gift, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this offer is final.
- 9 Gifts cannot be transferred or exchanged. Without limiting any other term of these Terms and Conditions, all gifts must be taken as and when specified, or will be forfeited with no replacement.
- 10 If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the offer or disqualify affected claims/claimants, subject to any necessary approval by the state/territory gaming authorities.
- 11 The Promoter is not responsible for any tax implications arising from you receiving a gift. You should seek independent financial advice. If for GST purposes this offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

- 12 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 13 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not responsible for and excludes all liability (including in negligence) for any loss (including direct, indirect, special or consequential loss or loss of profits or loss of opportunity), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 14 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gift/s. Unless otherwise specified, gifts will only be made to Australian bank accounts.
- 15 This offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and X (formerly Twitter). You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

