

## WISER APPROVED INSTALLER “1,000 BONUS CLUB CLIPSAL” POINTS - APRIL 2024 PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to electrical businesses operating in Australian (“**Eligible Business**”). An individual entering on behalf of an Eligible Business must be an Australian resident aged 18 years or over who is an electrician with a current licence in Australia and is employed at the Eligible Business (“**Representative**”).
3. Promotion commences on 10/04/2024. Claims close 11:59pm AEST on 10/05/2024, Or once one hundred fifty (150) claims are received, whichever occurs first (“**Promotional Period**”).
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. Immediate family 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 1<sup>st</sup> cousin.
5. The Promoter reserves the right, at any time, to verify the validity of claims and Eligible Business’s (including a Representative’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Eligible Business/Representative who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
6. To claim, Representatives must complete the following steps during the Promotional Period:
  - Visit <https://www.clipsal.com/become-a-wiser-approved-installer> and follow the prompts to become a Wiser Approved Installer;  
Fully complete the registration form to become a Club Clipsal member; If a Representative is creating a personal Club Clipsal member, they must add in the details of their associated business in the registration form and then;

- Fully complete the Wiser Approved Installer training program to become an approved installer.
7. Incomplete and indecipherable claims will be deemed invalid.
  8. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Representative; and (b) each claim must be submitted separately and in accordance with claim requirements. For clarity, if an Eligible Business has two (2) Representatives complete the steps outlined in clause 6, they will receive 2,000 Club Clipsal points. The businesses owner of the Club Clipsal account associated with the claim will be awarded the points.
  9. If there is a dispute as to the identity of an Eligible Business or Representative, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business or Representative.
  10. Representatives will be notified by immediately on the website if their claim is valid.
  11. The Promoter's decision is final, and no correspondence will be entered into.
  12. The first one hundred fifty (150) valid claims will be awarded 1,000 Club Clipsal Points. The Club Clipsal Points are redeemable at the Clipsal store. (<https://www.clipsal.com/club-clipsal>).
  13. If for any reason an Eligible Business does not redeem the reward by the time stipulated by the Promoter, then the reward will be forfeited.
  14. If the reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification.
  15. The reward, or any unused portion of the reward, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
  16. The reward will be awarded to the owner of the respective Eligible Business who may, in his/her absolute discretion, allocate the reward to any employee of that business.
  17. Eligible Businesses and Representatives consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful Eligible Business/Representative (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Business/Representative; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the promotional website is the Eligible Business' or Representative's responsibility and is dependent on the Internet service provider used.
20. 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 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.
21. 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 claim 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Business; or (f) use of the reward.
22. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, reward suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.se.com/ww/en/about-us/legal/data-privacy.jsp>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Business or Representative. The Privacy

Policy also contains information about how Eligible Businesses and Representatives may opt out, access, update or correct their PI, how Eligible Businesses and Representatives may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion Eligible Businesses and Representatives consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

23. The Promoter is Schneider Electric (Australia) Pty Ltd of 2 Banfield Rd, Macquarie Park NSW 2113. ABN 42 004 969 304.