

## **“Electrolink – LEGRAND FOOTY FEVER” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Promotion commences at 9:00am AEST on 01/08/2017 and ends at 5:00pm AEST on 16/09/2017 (“Promotional Period”).
3. Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees (and their immediate families) of the Promoter, participating Electrolink member or branches and agencies associated with this promotion are ineligible to enter. 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.
4. Participating Electrolink branches will display advertising for this promotion during the Promotional Period.
5. To be eligible to enter, individuals must spend \$150 or more excluding GST (i.e. \$165 or more inclusive of GST) on Legrand or HPM products, in a single transaction, at a participating Electrolink member or branch during the Promotional Period (“Eligible Transaction”).
6. With the eligible spend of \$150 excl. GST each individual will instantly be awarded either a Football or Rocket Ball depending on availability. These instant prizes are available while individual branch stocks last. Each eligible entry will also go into the draw to win a “Footy Fever Pack” upon completing an entry form. There is one (1) “Footy Fever Pack” available to be won per individual participating branch.
7. To enter, individuals must then, during the Promotional Period, complete the official entry form or use a copy of purchase receipt and place it in the entry box provided at the participating Electrolink member or branch.
8. The first (1) valid entry drawn in each individual participating branch on Friday 22<sup>nd</sup> September 2017 at 3pm AEST will each win a Footy Fever pack valued at \$300 inc GST.
9. Only one (1) entry permitted per Eligible Transaction
10. The total number of “Footy Fever Packs” will be dependant on the number of branches participating. Total national prize pool value is up to \$18,000 including GST. The Footy Fever Pack is via a credit to select the relevant available teams pack, Legrand Australia does not take any responsibility for the relevant team Footy Fever Pack not being available at the time of claiming the prize.
11. An eligible individual can win only one prize. All prizes will be awarded to the individual named on the official entry form regardless of whether or not the Eligible Transaction was made on behalf of a business.
12. The winners for each participating branch will be notified by phone and or e-mail within five (5) business days of the draw. If a phone number

has not been provided the relevant branch will be notified to inform the winner by email. The Promoter's decision is final and no correspondence will be entered into.

13. Incomplete or illegible entries will be deemed invalid.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry 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.
15. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the Electrolink member or branch of purchase and that the purchase was made during the Promotional Period along with the entry form being completed within this period.
16. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
17. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. Subject to the unclaimed prize draw clause, if for any reason a winner of a prize does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.
22. 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 entrant; or (b) subject to any written directions from a

- regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. 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.
  24. 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 or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
  25. 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, prize 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 [http://www.legrand.com.au/fileadmin/user\\_upload/PDF/footer/Legrand\\_Australia\\_Privacy\\_Policy\\_24\\_06\\_14.pdf](http://www.legrand.com.au/fileadmin/user_upload/PDF/footer/Legrand_Australia_Privacy_Policy_24_06_14.pdf). The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
  26. As a condition of accepting a prize, each winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
  27. The Promoter is Legrand Australia Pty Ltd (ABN 31 000 102 661) of Nexus Industry Park, Building 4, 43-47 Lyn Parade, Prestons, NSW 2170. Telephone 1300 369 777.

**NSW Permit LTPS/17/16146**