## NHP x Electrolink Promotion Terms & Conditions ("Conditions of Entry")

Schedule					
Promotion:	NHP x Electrolink Promotion				
Promoters:	N.H.P Electrical Engineering Products Proprietary Limited ABN 84 004 304 812, 43-67 River St, Richmond, VIC				
	3121, Australia; and				
	The Combined Electrical Wholesalers Group Pty Ltd (t/as Electrolink) ABN 56 060 153 899, Unit 1, First Floor, 91-				
	95 Fitzroy Street, Grafton, NSW 2460, Australia. Ph: (02) 6643-3330				
	For any inquiries regarding this Promotion, please contact the Promoters at corporatemarketing@nhp.com.au				
	(for N.H.P Electrical Engineering Products); or admin@electrolink.com.au or on (02) 6643-3330 (for Electrolink).				
Promotional	Start date: 01/02/24 at 12:01 am AEDT				
Period:	<b>End date:</b> 31/03/24 at 11:59 pm AEDT				
Eligible	Entry is only open to Australian residents who are 18 years and over and are a registered electrical contractor				
entrants:	within Electrolink database.				
How to	To enter the Promotion, the entrant must spend at least \$150 on any NHP product(s) in one (1) transaction from				
Enter:	any Electrolink member branch within VIC, NSW, ACT, WA and QLD which displays advertising for this Promotion				
	("Participating Venues"). Entrants must confirm their details already stored in Electrolink's database with staff on				
	purchase during the Promotional Period.				
	Entry is automatically recorded on purchase.				
	<u>Proof of Purchase:</u> The entrant must retain proof of purchase. The proof of purchase required is an original				
	receipt for the qualifying transaction.				
Entries	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry				
permitted:	instructions above. Maximum of one (1) entry permitted per \$150 qualifying spend within the same transaction. If				
	an entrant spends \$300 in the same transaction, they will receive two (2) entries into the draw.				
Total Prize	AUD \$25,000.00				
Pool:					

Prize Description		Number of this	Value (per	Winning Method		
		prize	prize)			
The prize is the winner's choice of (1) one the		5	AUD\$5,000.00	Draw: computerised random		
following options:				draw - 02/04/24 at 12:00 pm		
				AEDT		
Option 1: The prize is a \$5,000 BCF gift card.						
Option 2: The prize is a \$5,000 Anaconda gift card.						
Prize	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card					
Conditions:	will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer					
	including those specified on the gift card.					
Winner	The winners will be contacted by phone and email within seven (7) days of the draw. The winners will be					
notification:	published on the NHP website by 09/04/24.					
Unclaimed	Prizes must be claimed by 03/06/24 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be					
Prizes:	redrawn on 04/06/24 at 12:00 pm AEST at Electrolink Pty Limited Unit 1, First Floor, 91-95 Fitzroy Street, Grafton,					
	NSW 2460, Australia. The winners of the redraw will be notified by phone and email within seven (7) days of the					
	redraw. The winners will be notified publicly (and their details published) on the NHP website by 11/06/24.					

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published via NHP's social media pages and website.

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoters and not at the time of transmission or deposit by the entrant. Records of the Promoters and their agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoters, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoters' distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "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 1st cousin.

## 5. Draws:

- a) The draws will take place at Electrolink Pty Limited Unit 1, First Floor, 91-95 Fitzroy Street, Grafton, NSW 2460, Australia at 12:00 pm AEDT on 02/04/24 via computerised draw.
  - i) The first five (5) valid entries drawn will be the winners of the prize specified in the Schedule above.
- b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoters will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- 6. All reasonable attempts will be made to contact each winner.
- 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoters, or is unavailable, they forfeit the prize and the Promoters are not obliged to substitute the prize.
- 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 9. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoters, the Promoters have the rights to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
- 10. If a prize (or portion of a prize) is unavailable the Promoters reserve the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 11. No entry fee is charged by the Promoters to enter the Promotion.
- 12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoters reserve the right, in its sole discretion, to determine the identity of the entrant or winner.
- 13. Entrants' personal information will be collected by the Promoters. Personal information will be stored on the Promoters' databases. The Promoters may use this information for future marketing purposes regarding their products, including contacting the entrant electronically. The Promoters will handle personal information in accordance with their privacy policies which are located at <a href="www.nhp.com.au/Privacy">www.nhp.com.au/Privacy</a> (for NHP); and

https://www.electrolink.com.au/ files/ugd/d1cd6b 8e69e09e2efb4fcca236b2bb65aec354.pdf (for Electrolink). The Promoters collect personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including their contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

- 14. For the purposes of public statements and advertisements, the Promoters may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoters in its absolute discretion, prior to receiving a prize.
- 16. If a prize is provided to the Promoters by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoters accept no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoters, the Promoters may in their sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 19. The Promoters reserve the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoters to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoters' discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 20. The Promoters reserve the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoters will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoters' decision will be final.
- 21. The Promoters and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoters have contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoters' liability is limited to the minimum allowable by law).
- 22. The winners will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoters may use any such marketing and editorial material without further reference or compensation to them.
- 23. The Promoters accept no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 24. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of these rights.
- 25. Authorised under: ACT Permit No. TP 24/00066.1