

Valentine Getaway with Legrand & Electrolink

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entries into the promotion open at 6:00am AEST on the 01/10/19 and close at 12:00pm (midday) AEDST on 15/11/2019 (“**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 and Electrolink branches 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 1st cousin.
4. This promotion is being conducted throughout participating Electrolink branches nationally. A participating Electrolink branch is any Electrolink branch in Australia that displays advertising for this promotion during the Promotional Period (each a “**Participating Branch**”). There are a total of twenty five (25) Participating Branches, participating in this promotion. Participating Branches are located in NSW, ACT, VIC, WA, QLD only.
5. To be eligible to enter, individuals must spend \$250 excl. GST or more on Legrand and/or HPM products, in a single transaction, at a Participating Branch during the Promotional Period (“**Eligible Transaction**”). Upon making an Eligible Transaction, individuals will be given an official entry form. If an official entry form is not automatically provided to the entrant, it is the entrant’s responsibility to request one. One (1) official entry form will be provided for each \$250 excl GST spent in a single transaction.
6. To enter, individuals must then, complete the official entry form/s in full, including their full name, contact number, valid email address and invoice number and place their completed entry form into the entry box provided within the Participating Branch.
7. Entrants agree that by submitting an entry into the promotion, they agree to be added to the Promoter’s mailing list and receive electronic communications from the Promoter in accordance with the final clause below.
8. Multiple entries permitted, subject to the following: (a) one (1) entry is permitted per \$250 excl GST spent in a single transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. 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 Participating Branch of purchase and that the purchase was made during the Promotional Period but prior to entry.
10. There are three (3) components to this promotion; a limited offer component (“**Limited Offer Component**”), a Participating Branch draw component (“**Branch Draw Component**”) and a major prize draw component (“**Major Draw Component**”).

Limited Offer Component

11. For the purposes of the Limited Offer Component, the first ten (10) individuals in each Participating Branch to make an Eligible Transaction during the Promotional Period, will each be awarded the gift of a box of ten (10) 37QC Fast Connecting Sockets, valued at \$45.
12. Multiple gifts are permitted, subject to the following: (a) only one (1) gift is permitted per Qualifying Transaction; and (b) a maximum of two (2) gifts are permitted per person during the promotional period.
13. The total value of all gifts awarded nationally, is \$11,250.

Branch Draw Component

14. There will be one (1) draw conducted from all entries received at each Participating Branch (“each a **Branch Draw**”). The Branch Draw for each Participating Branch will take place at the Participating Branch on 15/11/2019 at 1:00pm local time. The staff member conducting the draw will, on behalf of the Promoter, draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners of each Participating Branch will have their name published online at <https://www.electrolink.com.au/> from the 18/11/2019.
15. The first valid entry drawn, in each Branch Draw will each win one (1) \$300 Rock Pool Dining Group Voucher (see <https://www.rockpooldininggroup.com.au/> for full list of restaurants and their locations) and one (1) \$200 Endota Spa Voucher.
16. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
17. The total prize pool value for the Branch Draw Component is \$12,500.
18. A draw for any unclaimed Branch Draw prizes will take place on the 25/02/2020 at the same time and place as the Major Draw (as defined below), subject to any directions from a regulatory authority. Winners, if any, will be notified by in writing within two (2) business days of the draw. Winners of each Participating Branch will have their name published online at <https://www.electrolink.com.au/> from the 27/02/2020.

Major Draw Component

19. There will be one (1) draw conducted from all entries received during the Promotional Period (“Major Draw”). The Major Draw will take place at Legrand Australia Head Office at Building 4, 43-47 Lyn Parade, Prestons NSW 2170 by 2:00pm AEDST on the 22/11/2019. The Promoter will draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners’ names will be announced online at <https://www.electrolink.com.au/> from the 25/11/2019.
20. The first five (5) valid entries drawn in the Major Draw, will each win a trip for two (2) people to Sydney, NSW for a Legrand Factory Tour and a Night Harbour Cruise valued at up to \$2,500 depending on point of departure (“Major Prize”). Major Prize includes:
 - Two (2) x return economy airfares from winner's nearest capital city to Sydney (only provided if winner resides outside of NSW). If the winner is from NSW, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
 - Two (2) nights twin share minimum 4star accommodation in Sydney with check in on 14/02/2020 and check out being on 16/02/2020;

- A Legrand Factory Tour for two (2) people;
- A VIP Harbour Cruise (including dinner on a set menu) for two (2) people; and
- \$500 spending money (for the winner only).

Major Prize must be taken between 14/02/2020 and 16/02/2020 and is subject to booking and flight availability. During the entire duration of the Major Prize, a nominated parent/guardian must accompany any person under 18 years of age. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Major Prize. The winner may be required to present their credit card at time of accommodation check in. The Promoter reserves the right to refuse to allow the winner and/or his/her travelling companion to take part in any or all aspects of the Major Prize if the Promoter determines, based on the advice of the captain or appropriately qualified medical professional that the winner and/or his/her travelling companion present a risk to their own health or safety or the health or safety of other guests or crew. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. The Major Prize is subject to booking availability. It is the responsibility of the winner and their travel companion to ensure they have the correct travel documents, drivers' license/proof of identity prior to travelling. The winner and their travel companion must depart from and return to the same departure point and travel together. Excursions, spa treatments and beverage upgrade packages are excluded from the Major Prize and will be at the expense of the winner if they wish to purchase these options. Major Prize is subject to the standard terms and conditions of individual prize and service providers. Any ancillary costs associated with the prize are not included. These include, but are not limited to, additional spending money, additional meals, mini bar charges, further costs for transfers outside the allocated amount specified, items of a personal nature, travel insurance, passports and visas.

21. The total prize pool value of the Major Draw Component is up to \$12,500.
22. As a condition of accepting the Major Prize, the winner (and his/her companion) must 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.
23. A draw for the Major Prize if unclaimed will take place on 09/12/2019 at the same time and place as the Major Draw, subject to any directions from a regulatory authority. The winner, if one is required, will be notified by in writing within two (2) business days of the draw. The winner's name will be announced online at <https://www.electrolink.com.au/> on 16/12/2019.

General

24. All winners will be advised in writing by email within two (2) business days of the draws.
25. The Promoter's decision is final and no correspondence will be entered into.
26. 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.
27. Incomplete or indecipherable entries will be deemed invalid.

28. 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.
29. 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.
30. 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.
31. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
32. The total value of the Limited Offer Component, the Branch Draw Component and the Major Draw Component is up to \$36,250.
33. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
34. Subject to the unclaimed prize draws clauses above, if for any reason a winner of a prize does not take or redeem a prize (or an element of a prize) at or by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited.
35. 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.
36. 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.
37. 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) if the Night Harbour cruise is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
38. 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/homepage/Legrand_Privacy_GDPR_Policy_6.5.19.pdf

39. 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 entrant. 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 PI to any entity outside of Australia.
40. The Promoter is Legrand Australia Pty Ltd (ABN 31 000 102 661) of Building 4/43-47 Lyn Parade, Prestons NSW 2170, telephone 1300 369 777.

NSW Permit No. LTPS/19/38420. ACT Permit No. TP19/04269