

Terms & Conditions of Entry Shop Online - EOFY Tools of Trade - Bizline

Agreement to these T&Cs

1. Information on how to enter, dates and rewards set out in this document form part of the Terms & Conditions of Entry. By entering this promotion, you agree to these Terms & Conditions of Entry.
2. To the extent of any inconsistency between these Terms & Conditions of Entry and any other document, implied terms or representation about this promotion, these Terms & Conditions of Entry prevail.

This promotion

3. The promoter of this promotion is Rexel Holdings Australia Pty Limited (ABN 17 081 022 068) of Level 2, Building 1, Riverview Business Park, 3 Richardson Place, North Ryde NSW 2113 (**Rexel**).
4. The **Promotion Period** is from 12.00am AEST on Monday 1 June 2020 until 11.59pm AEST on Tuesday 30 June 2020.

Eligibility to enter

5. Entry is only open to a customer who meets all the following criteria (**Eligible Entrant**):
 - (a) if an individual, the customer is over 18 years of age; and
 - (b) the customer has a Rexel Australia webstore account with commercial credit terms (ie not a guest login); and
 - (c) the customer does not have any monies overdue to any Rexel group entity on the date on which Rexel determines eligibility for the egift card.

Excluded from entering this promotion are:

- (d) local, state and federal government departments and authorities;
 - (e) customers who are Foxtel Technicians
 - (f) customers who purchase with Rexel through EDI, or are on period or term contracts, or do not trade on Rexel standard terms of sale, or who are major account holders; and
 - (g) employees (and their immediate family members) of Rexel and any related body corporate of Rexel; and for this purpose, "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 first cousin.
6. Rexel may collect personal information to conduct this promotion. Each Eligible Entrant consents to Rexel (including its related bodies corporate, officers and employees (**its associates**)) using any personal information (including names and contact information) held by Rexel to conduct the promotion, including consenting to:
 - (a) Rexel disclosing such information to third parties (including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities) in relation to this promotion; and
 - (b) Rexel using the information for promotional, marketing, publicity, research and profiling purposes, including sending emails, SMS or text messages to or telephoning the Eligible Entrant.

By written notice to Rexel at any time, Eligible Entrants may request to access, update or correct personal information held about them. Rexel handles personal information as set out in its Privacy Policy available at www.rexelha.com.au/privacy/.

7. If there is a dispute as to the identity of an Eligible Entrant, Rexel reserves the right, in its sole discretion, to make enquires of the customer and determine the identity.
8. By written notice to Rexel at any time, Eligible Entrants may request to opt out of the promotion.

How to receive:

9. Subject to the Reward Conditions (described below), the Eligible Entrant will receive an egiftcard to the value described below for each order which meets all of the following criteria:
 - (a) the order is placed on a webstore, being Rexel Electrical, Ideal Electrical, John R.Turk or Lear & Smith, on your customer trade or credit account; and

- (b) the order is placed during the Promotion Period (as defined below); and
- (c) the order includes participating Bizline products stated on the promotion to the value of the promotional spend (as defined below).

Where the spend on the participating Bizline products is over \$300+gst in any one transaction on one invoice, the following egift cards will be provided:

- spend over \$300+gst = receive a \$30 egift card

10. The Promoters reserve the right, at any time, to verify the eligibility of an entrant and the validity of an entry and to disqualify any entry not in accordance with these Terms & Conditions of Entry. Errors and omissions in entries may be accepted at the Promoters' absolute discretion.

Reward Conditions

11. The total giveaway is to the maximum value of \$50,000. If the total giveaway is reached before the end of the Promotion Period, Rexel will cease the promotion as total giveaway has been reached.
- (a) All invoices of an Eligible Entrant that meet the criteria in clause 9 in each month of the Promotion Period will be valid. The Promotion Period is 1 June 2020 to 30 June 2020.
 - (b) The Eligible Entrant will be notified by email using the primary contact email (if any) held for their Rexel group trade or credit account within 7 business days (in New South Wales) after you have made a qualifying purchase.
12. Rexel will not accept the return of, or refund the price of, any goods purchased, other than where required in accordance with consumer law.
13. Tax implications may arise for the Eligible Entrant or their representative from receipt of an egift card, and independent financial advice should be received prior to accepting the egift card.
14. If the egift card is wholly or partly unavailable, Rexel may, in its absolute discretion, substitute all or part of it with a benefit to equal or greater value, but it is not obliged to do so.
15. No egift card is transferable or able to be swapped for any other item. Egift cards are not exchangeable and cannot be taken as cash or an account credit and cannot be taken at another time. Egift cards terms & conditions can be found at <https://universalgiftcard.com.au/terms.aspx>
16. Each egift card is issued subject to the terms and conditions of its issuer. It is the responsibility of the recipient of the egift card to comply with those terms and conditions. If the egift card is not collected or redeemed within the time specified, then Rexel may treat it as abandoned and forfeit and may dispose of it as Rexel decides in its absolute discretion. By entering the promotion, the recipient agrees that it will not have any claim or rights against Rexel or any of its associates in relation to the egift card.
17. Each recipient is responsible for complying with the customer's gifts and benefits policy.
18. Each customer must provide to Rexel on request, by the date requested:
- (a) the written consent of either:
 - (i) where the customer is an individual, themselves; or
 - (ii) where the customer is not an individual, a person who is an owner, officer or employee of the customer, consenting to Rexel interviewing and photographing them and using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting Rexel (or any of its associates) or any products or services supplied by Rexel (or any of its associates); and
 - (b) a written deed of release and indemnity in favour of Rexel and its associates (and binding on its successors) and Clipsal, to the satisfaction of Rexel and on terms no less favourable to Rexel and its associates than the terms of these Terms & Conditions of Entry,
 - (c) confirmation that the winner has complied with the customer's policies regarding gifts and benefits.
 - (d) No correspondence will be entered into regarding Rexel's determination of eligibility for an egift card.
 - (e) egiftcards are not redeemable for cash.

General

19. If this promotion is not capable of being conducted or the egift card is not able to be redeemed as reasonably anticipated due to any reason beyond the reasonable control of Rexel, including but not limited to epidemic, pandemic, respiratory illness, quarantine, embargo, restrictions, prohibition, technical difficulties, unauthorised intervention, fraud, state of emergency, war, terrorism, disaster, Rexel reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the promotion and the egift card, subject to any written directions from a regulatory authority.

- 20.** Rexel 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 Eligible Entrant who Rexel has reason to believe has either breached any of these Terms & Conditions of Entry, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Rexel reserves any rights it may have to recover damages or other compensation from any person.
- 21.** Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights.
- 22.** Nothing in these Terms & Conditions of Entry has the effect of limiting, excluding or modifying any rights that cannot by law be excluded, including any statutory consumer guarantees provided by the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws in the States and Territories of Australia.
- 23.** Except for any liability or terms that cannot by law be excluded, to the maximum extent permitted by law each entrant and egift card recipient releases Rexel and its associates from, and Rexel excludes:
 - (a) all implied terms;
 - (b) all liability for any reason, by way of indemnity, contract, tort (including negligence) or any other legal theory;
 - (c) all liability arising in any way in connection with the promotion of the Rexel webstore, this promotion, these Terms & Conditions of Entry, or the enjoyment of any part of a egift card, including, without limitation, any loss or liability arising in any way out of:
 - any technical difficulties or equipment malfunction (whether or not under Rexel's control);
 - any fraud, theft, unauthorised access or third party interference;
 - any quarantine, embargo, restriction or other prohibition in place that prevent the winner from using all or any part of the egift card;
 - any variation in the egift card from that stated in these Terms & Conditions of Entry;
 - any tax liability incurred by an Eligible Entrant or recipient; or
 - any failure of a good or service purchased with the egift card to perform as expected (or at all) or to meet any warranty or guarantee provided by the supplier or available at law; or
 - any death, personal injury, property damage, illness or period of confinement resulting from or connected with taking or using any part of the egift card; and
 - (d) all liability to any person (including an Eligible Entrant, recipient or any other customer or potential customer of Rexel) in any circumstance for any special, indirect or consequential loss, or for loss of profits, loss of revenue, loss of income or economic loss, lost savings, loss of contract, loss of production, loss of opportunity, loss of goodwill, loss of business reputation, loss of use, increased cost of working capital, or business interruption, however arising, including without limitation by way of indemnity, contract, tort or any other legal basis, in connection with or arising out of any of the promotion, promotion of the Rexel webstore and these Terms & Conditions of Entry.
- 24.** Entrants agree and acknowledge that although Rexel may use online platforms such as Facebook, Instagram, YouTube, Snapchat or LinkedIn to advertise or promote this promotion, such online platforms in no way sponsor, endorse, administer or associate with the promotion and entrants agree to release any and all such online platforms from all liability in relation to this promotion.
- 25.** Each provision of these Terms & Conditions of Entry is severable and independent. If all or any part of a provision of these Terms & Conditions of Entry is invalid or unenforceable in any jurisdiction, that part or provision will be deemed to be severed for the purposes of that jurisdiction and will not affect the validity or enforceability of the remaining provisions or that provision in any other jurisdiction.