

Terms & Conditions of Entry - “QLD Come Back, Spend Get Reward”

Agreement to these T&Cs

1. Information on how to enter, dates and prize(s) 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 6 August 2024 until 11.59pm AEST on 31 October 2024.

Eligibility to enter

- 5 Excluded from participating in this each promotion are:
 - (a) local, state and federal government departments and authorities; and
 - (b) customers who make purchases other than on a trade account or a credit account with a Participating Rexel Branch; and
 - (c) any customers that trade with Rexel on period contracts; and
 - (d) any customers that are purchasing a project volume of goods; and
 - (e) other key account customers (as determined by Rexel in its absolute discretion); and
 - (f) employees (and their immediate family members) of any Rexel company (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 In addition to clause 5 above, Claiming is only open to a customer who meets all of the following criteria (**Eligible Claimant**):
 - (g) the customer is over 18 years of age; and
 - (h) the customer operates a trade account or credit account with a Participating Rexel Branch (as defined in paragraph 14(a) below); and
 - (i) the customer does not have any monies overdue to Rexel at the time of making a virtual gift card claim; a
- 7 Where an Eligible Claimant is an employee of a customer (rather than the business owner themselves), the Eligible Claimant represents that they are authorised by their employer to claim the virtual gift card reward and will comply with any gift and entertainment policy of their employer.
- 8 If there is a dispute as to the identity of an Eligible Claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of an Eligible Claimant.
- 9 By written notice to Rexel at any time, an Eligible Claimant may request to opt out of the promotion.
- 10 Before receiving any reward, the Eligible Claimant must, upon request, provide Rexel a written deed of release in favour of Rexel and its officers, employees and the reward supplier on terms no less favourable to Rexel than the terms of these Terms & Conditions.
- 11 The Eligible Claimant consents to Rexel interviewing and photographing them and using their name, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting Rexel, the Qualifying Products as defined below and the supplier of the Qualifying Products. The Eligible Claimant must upon request provide Rexel with this consent in writing.
- 12 Rexel may collect personal information to conduct this promotion. Each Eligible Claimant consents to Rexel using any personal information (including names and contact information) held by Rexel to conduct promotion, including consenting to:
 - i. Rexel disclosing such information to third parties (including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities) in relation to this promotion; and
 - ii. Rexel using the information for promotional, marketing, publicity, research and profiling purposes, including sending emails, SMS or text messages to or telephoning the Eligible Claimant.

- 13 By written notice to Rexel at any time, Eligible Claimants 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 <http://www.rexelha.com.au/privacy/>.

How to enter

- 14 Subject to the Reward Conditions (described below), the Eligible Entrant will receive a virtual gift card to the value described below for each order which meets all of the following criteria:
- (a) the order is placed on a webstore or in branch, Orders Need to be in Stock to qualify for this promotion, being Rexel Electrical, Ideal Electrical or John R. Turk, on your customer trade or credit account; and
 - (b) the order is placed during the Promotion Period (as defined in section 4); and
 - (c) the order includes products to the value of the promotional spend (as defined below).

Where the spend on products is over \$500+gst in August, \$600+gst in September and \$700+gst in October in any one transaction on one invoice, the following virtual gift cards will be provided: Order value is plus GST.

- spend \$500+gst in August in one invoice for items in stock (no backorders) and receive a \$75 virtual gift card or
- spend \$600+gst in September in one invoice for items in stock (no backorders) and receive a \$100 virtual gift card
- spend \$700+gst in October in one invoice for items in stock (no backorders) and receive a \$150 virtual gift card
- Double the Spend/Reward in October. Spend an additional \$700 in October in one invoice for items in stock (no backorders) and receive an additional \$150 virtual gift card

- 15 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

- 16 Only the first (1) invoices of an Eligible Entrant that meet all criteria of each month of the Promotion Period will be valid. The maximum value of virtual gift card card(s) that one company/customer/customer account can receive in the one month of the Promotion Period is stated above for each month only.
- 17 The Eligible Entrant will be notified by email using the primary contact email (if any) held for their Rexel group trade or credit account after you have made a qualifying purchase.
- (a) Virtual gift cards will be emailed to the Primary Contact 7 to 10 days after a qualifying purchase has been made.
- 18 Rexel will not accept the return of, or refund the price of, any goods purchased, other than where required in accordance with consumer law.
- 19 Tax implications may arise for the Eligible Entrant or their representative from receipt of a virtual gift card, and independent financial advice should be received prior to accepting the virtual gift card.
- 20 If the virtual gift 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.
- 21 No virtual gift card is transferable or able to be swapped for any other item. virtual gift cards are not exchangeable and cannot be taken as cash or an account credit and cannot be taken at another time Each virtual gift card is issued subject to the terms and conditions of its issuer. It is the responsibility of the recipient of the virtual gift card to comply with those terms and conditions. If the virtual gift card is not collected or redeemed within the time specified, then Rexel may treat it as abandoned and forfeited 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 virtual gift card.
- 22 Each recipient is responsible for complying with the customer's gifts and benefits policy.
- 23 Confirmation that the winner has complied with the customer's policies regarding gifts and benefits.
- 24 No correspondence will be entered into regarding Rexel's determination of eligibility for a virtual gift card. Virtual gift cards are not redeemable for cash.

General

- 25 If this promotion is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Rexel, including but not limited to technical difficulties, unauthorised intervention, fraud, government or semi-government lockdowns or restrictions (including due to epidemics or pandemics), Rexel

- reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the affected promotion, subject to any directions from a regulatory authority.
- 26 Rexel reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Eligible Claimant who Rexel has reason to believe has either breached any of these Terms & 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. Rexel reserves any rights it may have to recover damages or other compensation from any Eligible Claimant.
- 27 Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights.
- 28 Nothing in these Terms & Conditions 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.
- 29 Except for any liability or terms that cannot by law be excluded, to the maximum extent permitted by law each claimant releases Rexel and its associates from, and Rexel excludes:
- i. all implied terms;
 - ii. all liability for any reason, by way of indemnity, contract, tort (including negligence) or any other legal theory;
 - iii. all liability arising in any way in connection with the promotion of the Qualifying Products, this trade promotion, these Terms & Conditions, or the enjoyment of any part of a reward, including, without limitation, any loss or liability arising in any way out of:
 1. any technical difficulties or equipment malfunction (whether or not under Rexel's control);
 2. any theft, unauthorised access or third party interference;
 3. any variation in the gift value in these Terms & Conditions;
 4. any change in the value of a reward;
 5. any tax liability incurred by an Eligible Claimant; or
 6. any failure of the prize to perform as expected (or at all) or to meet any warranty or guarantee provided by the reward supplier or available at law; or
 7. any death, personal injury or property damaged resulting from or connected with taking or using any part of a reward; and
 - iv. all liability to any person (including an Eligible Claimant, 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, and these Terms & Conditions.
- 30 Each provision of these Terms & Conditions is severable and independent. If all or any part of a provision of these Terms & Conditions 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.