

**Agreement to these T&Cs**

1. By participating in this promotion, you agree to these Terms & Conditions, which contain information, including, on how to claim, dates, and prize(s).
2. For the avoidance of doubt, this promotion is available only to those persons residing in locations where the Promoter holds (or is not required to hold) an authorisation to conduct the promotion.
3. To the extent of any inconsistency between these Terms & Conditions and any other document, implied terms or representation about this promotion, these Terms & Conditions prevail.

**This promotion - Overview**

4. The Promoter of this trade promotion is Rexel Holdings Australia Pty Limited (ACN 081 022 068) of Level 2, Building 1, Riverview Business Park, 3 Richardson Place, North Ryde NSW 2113, as disclosed agent for its wholly owned subsidiaries, Rexel Electrical Supplies Pty Ltd (ACN 000 437 758) and Australian Regional Wholesalers Pty Limited (ACN 011 009 064) (together, **Rexel**).
5. The **Promotion Period** is from 12.01 am AEST on 1<sup>st</sup> February 2025 until 11.59pm AEST on 28<sup>th</sup> February 2025.
6. The random prize draw for the (8) eight mobile phones will be drawn on 4<sup>th</sup> March 2025 at the end of the Promotion Period. Draws will take place at the Promoter's office at 12pm. The winners will be notified by email and published at [www.rexelha.com.au](http://www.rexelha.com.au) (identified by surname, first initial and postcode) (**Website**) by 10<sup>th</sup> March 2025.
7. Any unclaimed prizes will be re-drawn in a draw that will take place on 5 May 2025 at the same place and time as the original draws, subject to any regulatory authority approval. Winners, if any, will be notified by email and published (identified by surname, first initial and postcode) on the Website by 10 May 2025. If any statutory notification obligations exist in a state or territory where a winner resides, those obligations will be met, including where a winner must be notified in writing which will be done by email to the nominated email address of a winner.

**Eligibility to Enter**

8. Excluded from participating in this this 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).
9. In addition to clause 6 above, entry is only open to persons who meet all of the following criteria:
  - (a) the person resides in a jurisdiction in which the Promoter holds an authority or permit to conduct the Promotion (or where the Promoter is not required to hold an authority or permit).
  - (b) the person is over 18 years of age; and
  - (c) the person holds or utilises a trade account or credit account with a Participating Rexel Branch; and
  - (d) the person does not have any monies overdue to Rexel at the time of the draw that remain unpaid (whether on the subject trade account or not); and
  - (e) the person holds a registered webstore account with Rexel.**(Eligible Entrant)**
10. Where an Eligible Entrant is not the sole proprietor of a trade customer (i.e. the Eligible Entrant is an employee or shares legal or beneficial ownership of the trade customer), the Eligible Entrant represents that they are authorised by the trade customer to claim the Prize and will comply with any gift and entertainment policy of the trade customer. The Promoter may, in its absolute discretion, require the Eligible Entrant to verify their authority to claim the Prize.

11. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of an Eligible Entrant.
12. By written notice to Rexel at any time, an Eligible Entrant may request to opt-out of the promotion.
13. Before receiving any Prize, the Eligible Entrant must, upon request, provide Rexel a written deed of release in favour of Rexel and its officers, employees and the Prize supplier on terms no less favourable to Rexel than the terms of these Terms & Conditions.
14. The Eligible Entrant 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 Entrant must upon request provide Rexel with this consent in writing.
15. Rexel may collect personal information to conduct this promotion. Each Eligible Entrant consents to Rexel 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, prize 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.
16. 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 <http://www.rexelha.com.au/privacy/>.

## How to Enter

17. An Eligible Entrant will be able to enter by making a Qualifying Purchase online only at a Participating Branch (each as defined below) during the Promotion Period. In store purchases, ESKER, Sales Representative Portal (**SRP**) and Electronic Data Interchange (**EDI**) orders and are not Qualifying Purchases. Orders which are placed online after receiving a quotation and Aroflo orders will be Qualifying Purchases.
18. A Qualifying Purchase occurs when an Eligible Entrant purchases Clipsal Schneider products, in one transaction, with a total order value of at least \$500 (excluding GST), via their trade account or credit account online at a Participating Rexel Branch which counts as one (1) Qualifying Purchase if made online. One additional entry will be given for each multiple of \$500 (excluding GST) purchases of Clipsal Schneider products. For example, if, in one transaction, the total order value is \$1,000 (excluding GST), the Eligible Entrant would receive 2 entries with a maximum of 20 entries per invoiced order.
19. Qualifying Purchases must be ordered and invoiced during the Promotion Period.
20. A Participating Branch is any of the following online stores where the customer's account was initially opened in New South Wales, South Australia, Victoria, Queensland, Western Australia, Australian Capital Territory, Tasmania and Northern Territory - [www.rexel.com.au](http://www.rexel.com.au); [www.jrt.com.au](http://www.jrt.com.au); [www.learsmith.com.au](http://www.learsmith.com.au) and [www.idealelectrical.com](http://www.idealelectrical.com).
21. To obtain entries, the Eligible Entrant must place the Qualifying Purchase order using a valid webstore account. If the Eligible Entrant or does not have a valid webstore account they must first register for one at their relevant online branch. Once the Eligible Entrant has a webstore account, they will receive entries for making Qualifying Purchases after the account has been validated. The Eligible Entrant will receive an email after registering for an account.
22. Eligible Entrants may only win 1 prize during the Promotion Period. Each trade account holder may only win 1 prize during the Promotion Period.
23. Winners can choose from either an Apple iPhone 16 256GB valued at \$1580 or Samsung Galaxy S24 5G 256GB valued at \$1387. The winners will need to elect which prize within in 28 days of email notification by Rexel. There are a total of 8 prizes, with a total prize pool valued at \$13,000 as at 21 January 2025. Any other costs incurred in claiming a prize including connection fees are payable by each prize winner.
24. The draws will take place at Rexel Holdings Australia Pty Limited's (ACN 081 022 068) registered offices at Level 2, Building 1, Riverview Business Park, 3 Richardson Place, North Ryde NSW 2113 on the dates indicated above.
25. The prizes will be sent to the winner's local Rexel branch at the Promoter's expense within (1) one month after choosing their nominated phone. It will be the responsibility for the winner to collect the prize from their Rexel branch.

## General

26. If this promotion is not capable of being conducted substantially as 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, directions 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 Promotion, subject to any directions from a regulatory authority.
27. Rexel reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence or in accordance with clause 9) and reserves the right, in its sole discretion, to disqualify any person 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 may recover damages or other compensation from any Eligible Entrant in accordance with this clause, including legal costs and other expenses incurred in recovery such amount.
28. Tax implications may arise for the Eligible Entrant for receiving a prize. Eligible Entrants should seek independent financial advice prior to accepting a prize.
29. If a prize is wholly or partly unavailable, Rexel may, in its absolute discretion, substitute all or part of the prize or with a prize to equal or greater value, subject to any directions from a regulatory authority.
30. Prize(s), including any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
31. Failure by Rexel to enforce any of its rights at any time does not constitute a waiver of those rights.
32. 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.
33. Except for any liability or terms that cannot by law be excluded, to the maximum extent permitted by law each entrant 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 Prize, including, without limitation, any loss or liability arising in any way out of:
  - iv. any technical difficulties or equipment malfunction (whether or not under Rexel's control);
  - v. any theft, unauthorised access or third party interference;
  - vi. any variation in the gift value in these Terms & Conditions;
  - vii. any change in the value of a prize;
  - viii. any tax liability incurred by an Eligible Entrant;
  - ix. any failure of the prize to perform as expected (or at all) or to meet any warranty or guarantee provided by the Prize supplier or available at law; or
  - x. any death, personal injury or property damaged resulting from or connected with taking or using any part of a prize; and
  - xi. all liability to any person (including an Eligible Entrant, 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.
34. 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.
35. Rexel's decision is final in respect of all matters pertaining to this Promotion. Rexel will not enter into any correspondence with customers with respect to their eligibility for a prize.

**Permit Numbers:**

<b>NSW</b>		TP/00604
<b>ACT</b>		TP 25/00196
<b>SA</b>		T25/123