

Terms and Conditions

Entertain at Home

Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

Entry is only open to Australian and New Zealand residents aged 18 years or over who are approved end users of the Promoter's goods ("Members"). This promotion is not open to existing and new APC partners, resellers and distributors.

Employees (and their immediate families) of the Promoter and agencies 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.

Promotion commences for purchases on 01/06/20 and closes for purchases at 11:59pm AEST on 30/11/20 ("Purchase Period"). Entries into the promotion open on 01/06/20 and close at 11:59pm AEDST on 30/11/20 ("Entry Period").

To be eligible to enter, Members must purchase, any Smart-UPS, Rack or PDU products from the Promoter during the Purchase Period. A full list of eligible SKU's can be found at www.apcentertainathome.com.

To enter, Members must then visit www.apcentertainathome.com, follow the prompts to the promotion entry page, input the requested details including an invoice with details of SKUs purchased and Serial numbers and submit the fully completed entry form during the Entry Period.

Upon submission of an entry, each Member will receive one (1) into the draw entry for each eligible invoice submitted on their entry.

Multiple entries permitted. Each entry must be submitted separately and in accordance with entry requirements.

Members must retain a copy of their 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 a Member's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify their supplier's name and that the purchase was made during the Purchase Period

The Promoter reserves the right, at any time, to verify the validity of entries and Members (including a Member'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.

Incomplete, indecipherable or illegible entries will be deemed invalid.

If there is a dispute as to the identity of a Member, the Promoter reserves the right, in its sole discretion, to determine the identity of the Member.

The monthly draws will take place at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099 on the last Friday of each month during the promotional period, the quarterly draws will also take place on the last Friday of each quarter during the promotional dates. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

The draw winners will be notified in writing by email within two (2) business days of the draw. Claims for the prizes must be received by within 5 business days from first contact or the prize will be withdrawn and reallocated to reserve winners.

The Promoter's decision is final and no correspondence will be entered into.

The prizes are as follows:

2 Microsoft Xbox Prize Packs (1 Prize Drawn Every Quarter)

4 Lego Creator Sets (2 Prizes drawn every Quarter)

6 Family Board Game Prize Packs (1 prize pack drawn Monthly)

6 Online gaming Vouchers to the value of \$100.00 (1 Voucher Drawn Monthly)

In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

If any prize (or part of any 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.

Total prize pool value is up to AU\$3000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

Members 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.

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 Member; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Any cost associated with accessing the promotional website is the Member's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows a Member to automatically enter repeatedly is prohibited and will render all entries submitted by that Member invalid.

Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.

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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("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.

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 Abu Dhabi Grand Prix 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) any prize.

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 or New Zealand 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 <https://www.schneider-electric.com.au/en/about-us/legal/terms-and-conditions.jsp>. 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 Member. The Privacy Policy also contains information about how Members may opt out, access, update or correct their PI, how Members may complain about a breach of the Australian or New Zealand 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.

The Promoter is Schneider Electric IT Australia Pty Ltd ABN 70 088 913 866 of 78 Waterloo Road, Macquarie Park NSW 2113, telephone 1300 369 233.

The Promoter NZ Entity, Schneider Electric IT Australia Pty Ltd NZBN 94 290 375 031 47 of 38 Business Parade South, Highbrook, New Zealand, telephone 0800 333 373.

NSW Permit No. LTPS/20/43733