

A Million Reasons To Smile This Christmas

By entering into the Metal Manufactures Pty Limited, A Million Reasons To Smile This Christmas (Competition), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.
- 1.2 Incomplete, inaccurate, incorrect, erroneous, ineligible or incomprehensible entries will be deemed invalid.
- 1.3 The Promoter is Metal Manufactures Pty Limited
- 1.4 Promoter Address: Level 1, 38 Mitchell Road Cardiff NSW 2285
Email Address: grant.picton@mmem.com.au
Tel Number: 0439 645 234
- 1.5 The Competition will be conducted in New South Wales.
- 1.6 The participating stores are as per the below list only (classified as Region N1 Stores Only).

Trading Name	Location	Address
Cetnaj	Armidale	173 Rusden Street ARMIDALE NSW 2350
TLE	Armidale	265 Mann Street ARMIDALE NSW 2350
Go Electrical	Belmont	3/468 Pacific Highway BELMONT NSW 2280
MMEM	Beresfield	2/2 Kullara Close BERESFIELD NSW 2322
Haymans	Cardiff	2 Ranton Street CARDIFF NSW 2285
TLE	Charmhaven	Unit 1, 18 Arizona Road CHARMHAVEN NSW 2263
Go Electrical	Charmhaven	6/10 O'Hart Close CHARMHAVEN NSW 2263
Cetnaj	Coffs Harbour	151 Orlando Street COFFS HARBOUR NSW 2450
TLE	Coffs Harbour	181 Orlando Street COFFS HARBOUR NSW 2450
Cetnaj	Erina	Unit 1, 14 Aston Road ERINA NSW 2250
Cetnaj	Forster	41 Kularoo Drive FORSTER NSW 2428
TLE	Gateshead	Lot 1766 Bullsgarden Road GATESHEAD NSW 2290
TLE	Gosford	Unit 1, 332 Manns Road GOSFORD WEST NSW 2250
TLE	Inverell	55 Oliver Street INVERELL NSW 2360
Cetnaj	Kempsey	58-62 Elbow Street WEST KEMPSEY NSW 2440
Go Electrical	Kincumber	7/11-13 Cochrone Street KINCUMBER NSW 2251
Go Electrical	Long Jetty	411 The Entrance Road LONG JETTY NSW 2261
Cetnaj	Maitland	Cnr Melbourne St & Newcastle Rd EAST MAITLAND NSW 2323
Haymans	Maitland	33 John Street TELARAH NSW 2320
Go Electrical	Morisset	9 Brodie Street MORISSET NSW 2264
Cetnaj	Muswellbrook	37 Market St MUSWELLBROOK NSW 23350
TLE	Muswellbrook	14 Common Road MUSWELLBROOK NSW 2333
Cetnaj	Newcastle	10 Riverside Drive MAYFIELD WEST NSW 2304
Haymans	Newcastle	52 The Avenue MARYVILLE NSW 2293
MMEM	Newcastle	Unit 2, 12-24 Hudson Street HAMILTON NSW 2303
TLE	Newcastle	45C Fitzroy Street CARRINGTON NSW 2294
TLE	Port Macquarie	Unit 7a, 8 -12 Acacia Avenue PORT MACQUARIE NSW 2444
Cetnaj	Singleton	113-115 John Street SINGLETON NSW 2330
Cetnaj	Taree	6 Mill Close TAREE NSW 2430
Haymans	Taree	6 Mahogany Crescent TAREE NSW 2430
Go Electrical	Tuggerah	Units 6 & 7, 11 Reliance Drive TUGGERAH NSW 2259
TLE	Warabrook	Units 1&2, 8 Callistemon Close WARABROOK NSW 2304
Cetnaj	Warners Bay	Unit 1 311 Hillsborough Road WARNERS BAY NSW 2282

- 1.7 Permit Numbers: TP/03592.

2. WHO CAN ENTER?

- 2.1 Entry is only open to MMEM account holders who are Australian residents aged 18 years or over who reside in Australia during the Promotional Period and hold a valid Australian phone

number and email address.

- 2.2 Subject to clause 4 and 6, employees (and their immediate families) of the Promoter, Participating Stores and agencies associated with this Competition 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 first cousin.

3. HOW TO ENTER & CONDITIONS OF ENTRY

- 3.1 The Competition commences at 7:00am AEDT on the 18th of November 2024 and entries close at 5:00pm AEDT on the 13th of December 2024 (**Promotional Period**).
- 3.2 In order to enter, eligible entrants must, during the Promotional Period, purchase \$250 ex GST of Schneider product on 1 invoice to receive 1 entry ticket into the Store Winner draw. Example \$250 = 1 ticket, \$500 = 2 tickets \$750 = 3 tickets etc.) Each participating store will draw one entrant out of the qualifying entrants to represent that store (Store Winner) at a luncheon in Newcastle NSW. Each Store Winner will be given an entry into the Ultimate Winner draw whereby one lucky Store Winner will be drawn to choose one envelope only from a board consisting of numbered envelopes of 1 through to 100 (Ultimate Prize Winner).
- 3.3 Entrants must retain their original purchase receipt of the Eligible Product(s) as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to a prize. The purchase receipt must clearly specify that the purchase was made during the Promotional Period and dollar amount of Schneider products purchased.
- 3.4 Purchases will be identified via MMEM's purchase records and eligible entrants will automatically be registered in the Competition upon completed purchase via the MMEM's account holder data system using the contact details and information available to MMEM on their account holder data system. Following entry to the Competition in accordance with this clause 3.4, entrants will be notified by the Promoter that they have been entered into the Competition.
- 3.5 Eligible entrants that have been registered to participate in the Competition in accordance with clause 3.4 will receive one entry to the Competition for every \$250 eligible purchase during the Promotional Period on a receipt by receipt basis.
- 3.6 Each entry under clause 3.5 will go into the Prize Draw.
- 3.7 Entrants consent to the Promoter using their name, suburb, and postcode in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 3.8 It is the responsibility of the account holders to ensure that their information and contact details are correct and up to date on the MMEM account holder data system. Any incorrect, incomplete or erroneous contact details provided by the entrants will result in an invalid entry.
- 3.9 Entrants may opt-out from participating in this Competition at any time.

4. PRIZES

- 4.1 The total prize pool for this Competition has a potential value of AUD (\$1,029,667) (inclusive of GST).
- 4.2 The prizes to be won are: Major Prize – Chance to win \$1,000,000.00 by the Ultimate Prize Winner only. In the event the Major Prize is not won, the Ultimate Prize Winner will receive a consolation prize of a Segway Ninebot Kickscooter F2 Plus Electric Scooter.
- 4.3 Each Store Winner not selected as the Ultimate Prize Winner will win a Segway Ninebot Kickscooter F2 Plus Electric Scooter.
- 4.4 The following conditions apply to the Prizes:
- (a) The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any Prize Pack except for any liability which cannot be excluded by law (including the CCA).
 - (b) The Prizes, or any unused portion of the Prizes, are not transferable.
 - (c) If the Prizes are unavailable, the Promoter, in its discretion, reserves the right to substitute the Prizes with prizes to the equal value and/or specification, subject to any written directions from a regulatory authority.
 - i. By accepting the Prizes, the winners acknowledge that the Prizes are subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in or connection with the Prizes
 - ii. The Prizes cannot be substituted for cash.
 - iii. As a condition of accepting any of the Prizes, the winners may be required to sign legal documentation as and in the form required by the Promoter and/or suppliers of the Prizes in their absolute discretion, including but not limited to a legal release and indemnity form.

5. PRIZE DRAW

- 5.1 The draw for the Store Winner Prizes will be conducted by an independent scrutineer at 7am, Monday 16th of December 2024 at Level 1, 38 Mitchell Road Cardiff (Store **Prize Draw**). The Ultimate Prize Draw shall be conducted Tuesday the 17th of December at Honeysuckle Hotel, Lot 31, Honeysuckle Drive Newcastle NSW 2300. Store Prize Winners unable to attend The Ultimate Prize Draw will be provided the opportunity to win the Ultimate Prize via electronic communication means (Eg contact over the phone to advise envelope selection number)
- 5.2 The Store Winner draw will be conducted by way of computerized draw by Metal Manufactures Pty Limited, ABN - 13 003 762 641, Level 1, 38 Mitchell Road Cardiff NSW 2285. The Ultimate Prize draw will be conducted by way of random number selection with individual numbers provided to each Store Winner. The draw to take place in front of Store Winners on Tuesday the 17th of December at Honeysuckle Hotel, Lot 31, Honeysuckle Drive Newcastle NSW 2300 at 1:30pm.
- 5.3 The Prizes will be awarded as follows for Eligible Entrants during the Promotion Period:
- 5.4 Store Winners will be notified by phone and email within 2 hours of the Store Winner Prize Draw and upon acceptance of the Prize, their details published on the Promoter's social media profiles on Facebook and Instagram.
- 5.5 The Ultimate Prize Winner is a live draw for all Store Winners to attend. All Store Winners not attending the in house Ultimate Prize Draw at Honeysuckle Hotel, Lot 31, Honeysuckle Drive Newcastle NSW 2300, will be invited to view the draw via Microsoft Teams and participate via

electronic communications.

- 5.6 The independent scrutineer's decision is final and no correspondence will be entered into.
- 5.7 The Promoter may request to verify the purchase receipts of the winners following the draw. The Prize of any winner who cannot prove their purchase of an Eligible Product during the Promotional Period by way of purchase receipt will be forfeited & redrawn.

6 PROMOTER'S RIGHTS

- 6.2 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- 6.3 If this Competition 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 Competition, as appropriate.
- 6.4 The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Competition. Entry is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in on the entry form, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy at (www.mmem.com.au) Entrants should direct any request to access, update, correct information or opt out to the Promoter.
- 6.5 All entries become the property of the Promoter.

7 NO LIABILITY OF THE PROMOTER

- 7.2 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in their absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state government legislation.
- 7.3 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**").
- 7.4 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 the Competition, including but not limited to the following:

- (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 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 tax liability incurred; or
- (e) the use or enjoyment of the Prize.