**“Spend and Get “10’000 bonus points I Spy promotion”**

**1st July 2020- 30th - July 2020 5.00pm EST**

1. As a condition of accepting a gift of points, the owners of Eligible Businesses and Gift of points Recipients consent to the Promoter using the Eligible Businesses’ details and the Gift of points Recipient’s 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 this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
2. 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 Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
3. Any cost associated with accessing the eBranch Application or the Website is the Eligible Business’ responsibility and is dependent on the Internet service provider used.
4. 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”). 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.
5. 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 gift of points 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 gift of points value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Business or Gift of points Recipient; or (f) use of a gift of points.
6. All personal information is held and used by the Promoter in accordance with its Privacy Policy. A copy of the Promoter’s Privacy Policy may be obtained by contacting the Promoter.
7. Eligible Businesses must be within the Promoter’s trading terms throughout the Promotional Period and must not have overdue monies owing as at the close date in order to be eligible to claim any gift of points.
8. Eligible Businesses will be notified by telephone number provided on the Sparky Plus account and email within two (2) business days of successfully qualifying for the points.
9. In all instances, the points will be awarded to the manager or owner of the respective winning Eligible Business who may, in his/her absolute discretion, allocate the gift of points to any employee of that Eligible Business (the “**Gift of points Recipient**”). Gift of points Recipients agree to abide by these Terms and Conditions as a condition of accepting a gift of points of points.
10. The Promoter reserves the right, at any time, to verify the validity of Eligible Businesses and reserves the right, in its sole discretion, to disqualify any Eligible Business that the Promoter has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of thepromotion. 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.
11. Eligible Businesses must retain either their original OR a copy of their invoice(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 Eligible Business’ claim, and forfeiture of any right to a gift of points. Invoice(s) must clearly specify that the purchase was made during the Promotional Period.
12. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion. In the event an Eligible Business returns any Eligible Products (that contributed to a Qualifying Spend and subsequent gift of points being awarded) for any reason other than warranty purposes, the Eligible Business may be required to return the relevant gift of points to the Promoter in its absolute discretion.
13. The Promoter’s decision is final and no correspondence will be entered into.
14. To be awarded the gift of points the customer will be randomly selected from the electronic platform on August 7th 2020 at 9.00am form our electronic platform and the manager will be advised.
15. To be eligible a customers must spend a minimum of $100 ext gst on all three participating brands Philips, Legrand and Cabac. Only accounts holders who have purchased during and from 1st July 2020 – 5.00pm on 30th July 2020 will be entered into the promotional eligible pool of account holders.
16. If for any reason a Gift of points Recipient does not take a gift of points of points at the time stipulated by the Promoter, then the gift of points of points will be forfeited and will not be redeemable for cash.
17. If any gift of points of points is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift of points of points with a gift of points of points to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Gift of points of points are not transferable or exchangeable and cannot be taken as cash.
19. As a condition of accepting a gift of points of points, the owners of Eligible Businesses and Gift of points of points Recipients consent to the Promoter using the Eligible Businesses’ details and the Gift of points of points Recipient’s 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 this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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