

Terms and Conditions

APC by Schneider Electric

MMEM A Night on the Town.

1. 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.
2. Entry is only open to Australian residents aged 18 years (“**Participants**”).
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. 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.
4. Promotion commences on 01/05/2022 and closes at 11:59pm AEDT on 30/06/2022 (“**Promotional Period**”).
5. To be eligible to claim an eGift card, Participants must purchase any APC by Schneider Electric Product through a Participating Store during the Promotional Period. A participating store is TLE Newcastle, TLE Alexandria, TLE Artarmon, MMEM Darwin, HAYMAN’S Brisbane Airport, HAYMAN’S Fortitude Valley, HAYMAN’S Maroochydore, AWM Port Melbourne, AWM Altona North, AWM Clayton, AWM Scoresby, HAYMAN’S Marleston, MMEM Northbridge, MMEM Balcatta, D&W Bassendean, AWM Hobart, HAYMAN’S Mackay, HAYMAN’S Townsville (“**Participating Store**”).
6. Participants claim an eGift card once they have purchased an APC by Schneider Electric Product through the promotion website by entering in their name, email address, phone number, product invoice number, and city of purchase. Participants will receive their eGift card in their email inbox within one month of putting in their request.
7. Participants can claim one eGift card per purchase valued between \$50 and \$200, depending on the value of their purchase.
8. Spending categories are as follows:

Purchase value	eGift Card value
Purchase between \$2,500 and \$4,999 (inclusive)	\$50 voucher
Purchase between \$5,000 and \$6,999 (inclusive)	\$100 voucher
Purchase between \$7,000 and \$9,999 (inclusive)	\$150 voucher

Purchase of \$10,000 or over	\$200 voucher
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9. One claim per Invoice, claim subject to the following, (a) orders must be invoiced within the promotional Period. (b) No back orders. (c) One invoice may only be used to claim one eGift card. (d) Value of APC LOB on Purchase order must exceed threshold. (e) Value cannot include any other vendors. (f) Reseller/Customer must be within credit terms with participating store.
10. Participants must retain a copy of their purchase receipt as proof of purchase. Failure to produce the proof of purchase for all claims when claimed may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Participant'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.
11. The Promoter reserves the right, at any time, to verify the validity of claims and Participants (including an Participant'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.
12. Incomplete, indecipherable, or illegible entries will be deemed invalid.
13. The Digital Prepaid Mastercard ® is valid for 36 months from the date of issue. To access you must download The Card Network App, card cannot be printed as a voucher for use. To be able to redeem Digital Prepaid Mastercard rewards you must maintain enough reward \$ to meet the minimum reward denomination of \$20. If at redemption, program period close or account closure your rewards does not meet the minimum redemption of \$20, all current monies (\$) will be forfeited.
14. Not redeemable for cash and cannot be exchanged. Any unused value after the expiry date of any Digital Prepaid Mastercard will not be refunded or credited. At the time of purchase, you should know your account balance. You may obtain your current balance 24 hours a day, 7 days a week by logging into your account on The Card Network app. If you attempt to make a purchase that exceeds your balance, the transaction will be denied. Cardholders are responsible for all purchases made with their Digital Prepaid Mastercard.
15. Currently only compatible with Australian mobile numbers. Compatible with Apple Pay, Google Pay, and Samsung Pay.
16. Valid instore or online to purchase goods and services within the designated merchant category code. For online use the total transaction value cannot exceed the available Digital Prepaid Mastercard balance unless the merchant site has the capability to support split transactions. For full terms and conditions, please [view them here](#).
17. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Participant.

18. In the event of war, terrorism, state of emergency, pandemic or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify an eGift card, subject to any written directions from a relevant regulatory authority.
19. If for any reason a winner does not take a reward at/by the time stipulated by the Promoter, then the reward will be forfeited.
20. If any specific type of eGift card is unavailable, the Promoter, in its discretion, reserves the right to substitute the eGift card with a different type of eGift card to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Any FBT liability is the responsibility of the reward recipient and their employer.
22. Total reward pool value is up to AU\$15,000 eGift cards, or any unused portion of an eGift card, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. Without limiting any other terms herein, the Participant agrees to indemnify the Promoter for any breach of the above terms.
24. As a condition of entering this promotion, each Participant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
25. 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 claim; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Any cost associated with submitting an entry is the Participant'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 Participant to automatically claim repeatedly is prohibited and will render all entries submitted by that Participant invalid.
27. Printing and other quality control errors will not invalidate an otherwise valid claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all claims in excess of the advertised spending category will be honoured.
28. 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. 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.

29. 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 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 eGift card value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Participant; or (f) use or taking of any prize.
30. 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 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.mmem.com.au/privacy-policy> 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 Participant. The Privacy Policy also contains information about how Participants may opt out, access, update or correct their PI, how Participants may complain about a breach of the Australian 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.
31. The Promoter is Schneider Electric Australia Pty Ltd ABN 42 004 969 304 of 2 Banfield Road, Macquarie Park, NSW, 2113, Australia telephone 1300 369 233.