The Great Aussie Clipsal Cashback 2024 Promotion

TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

Promotion name	The Great Aussie Clipsal Cashback				
Eligible States/Territories	National				
Promotion period	Start: 19th August 2024 00:01 AM AEST End: 30 September 2024 11:59 PM AEST				
Promoter	Middy's Electrical ABN: 49338705390 357 Ferntree Gully Rd Mount Waverley VIC 3149				
Eligible Claimants	To be eligible to claim the Cashback, the Eligible Claimants must be an Australian resident in all eligible states/territories who fulfill the method of entry requirements and are 18 years of age or older. Eligible Claimants are Middendorp Group of Companies account holders held at "Participating Branches" or employees of Middendorp Group of Companies account holders and must be an Australian resident aged 18 years or over who own a business registered in Australia, have no overdue invoices with Middy's Electrical, can accept gratuities and hold an electrical contractor's license ("Eligible Account Holder"). The Eligible Claimant must be listed, by full name, email address and mobile phone number, as the Main Account Contact for their corresponding Middendorp Group of Companies account.				
Participating Brand	To be eligible for the cashback, an Eligible Claimant must make a purchase of the preferred supplier, Schneider Electric, during the promotional period on their account. Cash or non-account transactions do not qualify and are not claimable Only the portion of an invoice value of the Participating Brand Clipsal by Schneider Electric will be considered towards the Qualifying Purchase total value.				
Proof of Purchase	The Eligible Claimant must retain proof of purchase of the Participating Brands by Schneider Electric. The proof of purchase required is an original invoice for the Qualifying Purchase. Claims without valid proof of purchase will be deemed invalid.				

Total Value of Cashback	Total Value of Cashback (incl. GST) is unlimited, except where the Maximum Cap for cashback applies per Claimant.					
Qualifying Purchases	To be eligible for the cashback, an Eligible Claimant must make a purchase of Qualifying Products of the preferred supplier, Clipsal by Schneider Electric, during the promotional period. Claimants must retain copies of all purchase receipts for all entries. All entries by the claimant may otherwise be declared invalid.					
	Any returned Qualifying Purchases will be deducted from the total value of Cashback claimable.					
Qualifying Products	Clipsal by Schneider Electric products as sold by Middy's Electrical during the Promotional Period. Includes Clipsal & Schneider Electric branded products.					
Non-Qualifying Products	All non Clipsal by Schneider Electric Products					
Participating Branches	Participating Branches per Region List (112 total):					
	Region 1 (VIC 1: 11 Total): Ballarat, Ballarat West, Colac, Gellong, Geelong North, Grovedale, Horsham, Ocean Grove, Stawell, Torquay, Warrnambool					
	Region 2 (VIC 2: 9 Total): Benalla, Bendigo, Bendigo North, Deniliquin, Echuca, Seymour, Shepparton, Swan Hill, Yarrawonga					
	Region 3 (VIC 3: 8 Total): Albury, Fyshwick, Griffith, Leeton, Wagga West, Wagga East, Wangaratta, Wodonga					
	Region 4 (NSW: 9 Total): Fairfield, Goulburn, Meadowbank, Minchinbury, Moorebank, Northmead, Padstow, Penrith, Smeaton Grange					
	Region 5 (NT: 3 Total): Coolalinga, Darwin, Palmerston					
	Region 6 (SA: 4 Total): Hindmarsh, Mildura, Salisbury North, Somerton Park					
	Region 7 (QLD: 5 Total): Brendale, Meadowbrook, Nerang, Tingalpa, Virginia					
	Region 8 (TAS: 4 Total): Hobart (Moonah), Hobart Eastern Shore, Launceston, Kingston					
	Region 9 (WA: 6 Total): Balcatta, Bibra Lake, Embleton, Mundaring, Wangara, Welshpool					
	Region 10 (VIC 4: 11 Total): Airport West, Brunswick, Campbellfield, Craigieburn, Eltham, Heidelberg, Keilor East, Preston, South Morang, Thomastown, Whittlesea					
	Region 11 (VIC 5: 11 Total): Gisborne, Hoppers Crossing, Laverton, Melbourne, Melton, Port Melbourne/Mekolec, Ravenhall, Sunbury, Sunshine, Williamstown, Yarraville					

Region 12 (VIC 6: 13 Total): Blackburn, Braeside, Burwood, Carrum Downs, Cheltenham, Frankston, Hastings, Moorabbin, Mornington, Oakleigh, Rosebud, St Kilda

Region 13 (VIC 7: 9 Total): Bayswater, Dandenong, Dandenong South, Hallam,

Region 13 (VIC 7: 9 Total): Bayswater, Dandenong, Dandenong South, Hallam Lilydale, Mulgrave, Narre Warren, Ringwood, Rowville

Region 14 (VIC 8: 10 Total): Bairnsdale, Cranbourne, Cranbourne West, Leongatha, Merimbula, Pakenham, Traralgon, Sale, Warragul, Wonthaggi

Cashback

Online Cashback Qualifying Purchase(s)

Claim a cashback of \$25 for every \$250 excluding GST spent across Qualifying Purchases, on a single invoice, online at www.middys.com.au using their designated account login.

In-Branch Cashback Qualifying Purchase(s)

Claim a cashback of \$25 for every \$500 excluding GST spent across Qualifying Purchases, on a single invoice, in a Participating Branch.

Total Cashback Claim

At the end of the Promotion Period, all Qualifying Purchases value, both online & in-branch will be aggregated per purchase format and the number of \$25 cashback will be determined based on the total number and value of Qualifying Purchases.

The total cashback value will be reviewed and approved then provided in a single upload to a designated Vault Pays-enabled Prepaid Mastercard®.

The claimant can only claim one cashback per Qualifying Purchase during this promotion.

Any product returns will be deducted from the Total Cashback Claim.

Cashback will be paid to the Main Account Contact via Mobile Mastercard® within 6-8 weeks of the end of the promotion period.

How To Participate

The Eligible Claimant must complete either:

1) Online Cashback Qualifying Purchase(s)

a) Purchase a minimum of \$250 excluding GST of a Participating Product, on a single invoice, from their Middy's myAccount via www.middys.com.au during the Promotional Period.

2) In-Branch Cashback Qualifying Purchase(s)

a) Purchase a minimum of \$500 excluding GST of a Participating Product, on a single invoice, from a Middy's Participating Branch during the Promotional Period.

Mobile Mastercard®	Vault Payment Solutions Digital Card:				
	Once the claim is approved, the claimant will receive an email with instructions to redeem their digital Vault pays-enabled card.				
	Once the claimant has completed the redeem a card form, an SMS will be sent to the elected mobile number with instructions to download the Vault Payments app.				
	Once downloaded the claimant must enter their mobile number and, if not pre-filled, their activation code which can be found in the SMS.				
	The digital card must be redeemed within 12 months of the issue date, this date will be made clear in the email.				
	The digital card can be used for purchases anywhere prepaid Mastercard® is accepted.				
Maximum Cap per Claimant	Total cashback per account holder is capped at \$500 during the promotional period.				
Notification of Cashback Claims	Cashback recipients will be notified through one or more of the following methods, depending on their provided contact information: • Email: Recipients will receive an email notification to the nominated email address of the Main Account Contact. • SMS: Recipients may also receive a notification via SMS to their provided mobile phone number of the Main Account Contact.				

Terms & Conditions of entry

- 1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
- 2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers are ineligible to enter. Immediate family means any of the following: spouse, ex-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. The Promotion will be conducted during the Promotion period.
- 4. The Prize/s are specified in the Details of prizes section of the Schedule.
- 5. The total prize pool is specified in the Total prize value section of the Schedule.
- 6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
- 7. All vouchers are valid until the expiry date stated on the voucher or by the provider of the voucher.
- 8. Entrants agree to comply with any conditions which accompany the Voucher.
- 9. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
- 10. Entrants are advised that tax implications may arise from their prize winnings and they should seek

independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.

- 11. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid
- 12. The time of entry will be deemed to be the time the entry is received by the Promoter.
- 13. Entrants may submit up to the Maximum number of entries (if applicable).
- 14. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
- 15. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
- 16. The winner does not need to be present at the draw unless expressly stated to the contrary.
- 17. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
- 18. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
- 19. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 20. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
- 21. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.
- 22. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 23. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
- 24. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without

- limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
- 25. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
- 26. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
- 28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
- 29. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
- 30. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
- 31. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
- 32. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
- 33. Facebook, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok or Snapchat.
- 34. The Promoter accepts no responsibility for any tax implications and the Eligible Claimant must seek their own independent financial advice in regards to the tax implications relating to the Cashback or acceptance of the Cashback.
- 35. Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard must be activated within 12 months of issue and is valid for 36 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in the Vault Payments App. The digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
- 36. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these

Abbreviated copy

Full Terms & Conditions visit www.middys.com.au. Start: 19th August 2024 00:01 AM AEDT End: 30 September 2024 11:59 PM AEDT. Open to AUST residents 18+ who fulfil the entry/eligibility requirements. Successful claimants notified via email within 6 weeks of promotion end. Total cashback per account holder is capped at \$500 during the promotional period. Promoter is Middendorp Electric Co Pty Ltd. ABN 49 338 705 390. 357 Ferntree Gully Rd, Mount Waverley VIC 3149

Digital

Terms & Conditions apply.